

Policy Number 102
Title Academic Standards
Version v3 · 8/26/2026 · DRAFT

Academic Standards

PURPOSE

The Board recognizes the importance of developing, assessing and expanding academic standards to challenge students to achieve at their highest level possible. To this end, the district shall establish rigorous academic standards in accordance with, and may expand upon, those adopted by the State Board of Education.[1][2]

DEFINITION

Academic standards means what a student should know and be able to do at a specified grade level. For purposes of this policy, the term **academic standards** encompasses Pennsylvania Core Standards, **Pennsylvania Integrated Standards**, state academic standards and local academic standards.[2][3]

AUTHORITY

The Board shall approve academic standards for district students to attain, in the following content areas:[2]

1. English Language Arts (reading, writing, speaking and listening) - **PA Core Standards**.
2. Mathematics - **PA Core Standards**.
3. Science, Environment, Ecology, Technology and Engineering (Grades K-5) - **PA Integrated Standards**.
4. Science, Environment and Ecology (Grades 6-12).
5. Technology and Engineering (Grades 6-12).
6. Social Studies (history, geography, civics and government, economics) - to include **PA Core Standards** reading in history and social studies, and writing for history and social studies.
7. Arts and Humanities.
8. Career Education and Work.
9. Health, Safety and Physical Education.
10. Family and Consumer Sciences.
11. **Personal Finance**.

Guidelines

The district's curriculum shall be designed to provide students with the planned instruction needed to attain established academic standards. **Such standards require the incorporation of education on social media literacy.**^[2]^[4] ^[5]

The district shall address social media literacy by providing instruction to students on the potential health and academic impacts, and safety and security concerns associated with social media use. ^[9]

The district shall assess individual student attainment of established academic standards and provide assistance for students having difficulty attaining academic standards.^[2]^[6] ^[7]

Students with disabilities may attain academic standards by completion of their Individualized Education Programs in accordance with law, regulations and Board policy.^[2]^[8]

PSBA Revision 8/26 © 2026 PSBA

Footnotes

[1] **22 PA Code 4.11**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
View source 

[2] **22 PA Code 4.12**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
View source 

[3] **22 PA Code 4.3**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
View source 

[4] **Pol. 105**
Policy Reference
Open policy 

[5] **Pol. 107**
Policy Reference
Open policy 

[6] **Pol. 127**
Policy Reference
Open policy 

[7] **Pol. 212**
Policy Reference
Open policy 

[8] **Pol. 113**

Policy Reference

Open policy 

[9] **24-P-S-1556**

palegis.us

palegis.us

Legal Reference

View source 

Legal References

[1] 22 PA Code 4.11

[2] 22 PA Code 4.12

[3] 22 PA Code 4.3

[4] Pol. 105

[5] Pol. 107

[6] Pol. 127

[7] Pol. 212

[8] Pol. 113

[9] 24-P-S-1556 — 24 P.S. 1556

Policy Number 105
Title Curriculum
Version v3 · 8/26/2026 · DRAFT

Curriculum

PURPOSE

The Board recognizes its responsibility for the development, assessment and improvement of the educational program of the schools. To this end, the curriculum shall be evaluated, developed and modified on a continuing basis and in accordance with a plan for curriculum improvement.[1]

DEFINTION

For purposes of this policy, curriculum shall be defined as a series of planned instruction aligned with established academic standards in each subject that is coordinated, articulated and implemented in a manner designed to result in the achievement of academic standards at the proficient level by all students.[2][3][4]

AUTHORITY

The Board shall be responsible for the curriculum of the district's schools. The curriculum shall be designed to provide students the opportunity to achieve the academic standards established by the Board. Attaining the academic standards requires students to demonstrate the acquisition and application of knowledge.[1][3][4]

In order to provide a quality educational program for district students, the Board shall adopt a curriculum plan that includes the requirements for courses to be taught; subjects to be taught in the English language; courses adapted to the age, development and needs of students; and strategies for assisting those students having difficulty attaining the academic standards.[1][3][5][6][7][8]

Special Instruction/Observances

The district's curriculum plan must also include provisions for special instruction and observances to comply with state and federal law including, but not limited to, Constitution Day and Citizenship Day, Arbor Day and the Bill of Rights Week.[20][21][22]

GUIDELINES

The district's curriculum shall provide the following:

1. {x} Continuous learning through effective collaboration among the schools of this district.
2. {x} Continuous access for all students to sufficient programs and services of a library/media facility and classroom collection to support the educational program.[9]

3. {x} Guidance and counseling services for all students to assist in career and academic planning.[23]
4. {x} A continuum of educational programs and services for all students with disabilities, pursuant to law and regulation. [11]
5. {x} Language Instruction Educational Program for English Learner students, pursuant to law, and regulation and Board policy.[12] [13]
6. {x} Compensatory education programs for students, pursuant to law and regulation.
7. {x} Equal educational opportunity for all students, pursuant to law and regulation. [14] [15]
8. {x} Career awareness and vocational education, pursuant to law and regulation. [16]
9. {x} Educational opportunities for identified gifted students, pursuant to law and regulation. [17]
10. {x} Regular and continuous instruction in required safety procedures. [18]

DELEGATION OF RESPONSIBILITY

As the educational leader of the district, the Superintendent shall be responsible to the Board for the district's curriculum. The Superintendent shall establish procedures for curriculum development, evaluation and modification, which ensure the utilization of available resources, and effective participation of [1]

{x} administrators

{x} teaching staff members

A listing of all curriculum materials shall be made available for the information of parents/guardians, students, staff and Board members.[1] [19]

{x} With prior Board approval, the Superintendent may conduct pilot programs as deemed necessary to the continuing improvement of the instructional program. The Superintendent shall report periodically to the Board on the status of each pilot program, along with its objectives, evaluative criteria, and costs.

{x} The Board encourages, where it is feasible and in the best interest of district students, participation in state-initiated pilot programs of educational research.

{x} The Board directs the Superintendent to pursue actively state and federal aid in support of research activities.

PSBA Revision 8/26 © 2026 PSBA

Footnotes

- [1] 22 PA Code 4.4
pacodeandbulletin.gov View source [↗](#)
pacodeandbulletin.gov
Legal Reference

[2] **22 PA Code 4.3**
pacodeandbulletin.gov
pacodeandbulletin.gov [View source](#) 
Legal Reference

[3] **22 PA Code 4.12**
pacodeandbulletin.gov
pacodeandbulletin.gov [View source](#) 
Legal Reference

[4] **Pol. 102**
Policy Reference [Open policy](#) 

[5] **24 P.S. 1511**
palegis.us
palegis.us [View source](#) 
Legal Reference

[6] **24 P.S. 1512**
palegis.us
palegis.us [View source](#) 
Legal Reference

[7] **Pol. 107**
Policy Reference [Open policy](#) 

[8] **Pol. 127**
Policy Reference [Open policy](#) 

[9] **Pol. 109**
Policy Reference [Open policy](#) 

[11] **Pol. 113**
Policy Reference [Open policy](#) 

[12] **22 PA Code 4.26**
pacodeandbulletin.gov
pacodeandbulletin.gov [View source](#) 
Legal Reference

[13] **Pol. 138**
Policy Reference [Open policy](#) 

[14] **Pol. 103**
Policy Reference [Open policy](#) 

[15] **Pol. 103.1**
Policy Reference Open policy 

[16] **Pol. 115**
Policy Reference Open policy 

[17] **Pol. 114**
Policy Reference Open policy 

[18] **Pol. 805**
Policy Reference Open policy 

[19] **Pol. 105.1**
Policy Reference Open policy 

[20] **24 P.S. 1541-1555**

[21] **36 U.S.C. 106**

[22] **P.L. 108-447 — P.L. 108-447**

[23] **Pol. 112**
Policy Reference Open policy 

[31] **24 P.S. 1511**
palegis.us
palegis.us
Legal Reference View source 

Legal References

- [1] **22 PA Code 4.4**
- [2] **22 PA Code 4.3**
- [3] **22 PA Code 4.12**
- [4] **Pol. 102**
- [5] **24 P.S. 1511**
- [6] **24 P.S. 1512**
- [7] **Pol. 107**
- [8] **Pol. 127**
- [9] **Pol. 109**
- [11] **Pol. 113**
- [12] **22 PA Code 4.26**
- [13] **Pol. 138**
- [14] **Pol. 103**

[15] Pol. 103.1

[16] Pol. 115

[17] Pol. 114

[18] Pol. 805

[19] Pol. 105.1

[20] 24 P.S. 1541-1555 — 24 P.S. 1541-1555

[21] 36 U.S.C. 106 — 36 U.S.C. 106

[22] P.L. 108-447 — P.L. 108-447

[23] Pol. 112

[31] 24 P.S. 1511

Policy Number 204.1
Title Virtual Attendance and Wellness Checks
Version v2 · 8/26/2026

Virtual Attendance and Wellness Checks

PURPOSE

This policy establishes standards for wellness checks for students who receive academic instruction exclusively through the district's virtual instruction program for the full school year. Wellness checks are conducted to verify attendance and to facilitate the safety and well-being of students.

AUTHORITY

The Board directs the maintenance of a wellness check process that complies with state law.^[1]

This policy shall be posted on the district's publicly accessible website.^[1]

DEFINITION

District employee/representative – a district teacher, administrator or other district representative who is subject to mandated reporter requirements for child abuse under the Child Protective Services Law.^{[2][3]}

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall be responsible for implementing this policy.

It shall be the responsibility of the designated district employee/representative to administer wellness check procedures in accordance with applicable law and this policy.

GUIDELINES

Weekly Wellness Checks

Weekly wellness checks must be conducted for each student enrolled in the district's virtual instruction program who receives academic instruction exclusively through virtual means for the full school year.^[1]

At least once during any week consisting of three (3) or more full or partial academic instructional days, a district employee/representative shall ensure that each student is visibly seen and communicated with in real time either, in person or through electronic means.^[1]

Wellness Check Methods

Acceptable methods of conducting wellness checks include:^[1]

1. A student turning on a webcam and the district employee/representative visibly seeing and communicating with the student during synchronous online instruction.
2. Virtual or face-to-face participation by the student in any of the following activities:
 - a. Health screenings.
 - b. Standardized testing.
 - c. Advising sessions.
 - d. Tutoring sessions.
 - e. In person, school-sponsored activities chaperoned by a district employee/representative.

Excused Absence Exemptions

A student may be exempt from a wellness check on the day a check is attempted if the student has an excused absence pursuant to applicable attendance requirements.[1] [4] [5]

If this occurs, the district shall conduct the wellness check on the next school day or another school day during the same week. If a student has an excused absence for all school days during the same week, the student shall be exempt from the wellness check requirement for that week.[1] [4][5]

Internet or Power Outage Exemptions

A student may be exempt from a wellness check when the student's household experiences a documented Internet or power outage during the day and time of the attempted wellness check.[1]

If this occurs, the district shall conduct the wellness check on the next school day or another school day during the same week following resolution of the outage.[1]

The student's parent/guardian shall provide documentation of the outage to the district as soon as possible.[1]

Failure to Complete a Required Wellness Check

Within one (1) school day after a student fails to complete a required wellness check, the district shall:[1]

1. Make documented and ongoing efforts to complete the required wellness check and contact the student's parent/guardian using at least two (2) different methods of communication; and
2. Provide written notice to the parent/guardian, in the parent's/guardian's preferred language, stating that the required wellness check has not been completed.

Wellness Review Conference

If the required wellness check is not completed within three (3) school days following the issuance of written notice, the district shall immediately schedule a wellness review conference to occur within one (1) school day. The wellness review conference may be conducted in person or through electronic means.[1]

The wellness review conference will be conducted to:[1]

1. Complete the required wellness check through real-time visual interaction with the student;
2. Reestablish communication with the student and the student's parent/guardian; and
3. Identify interventions to facilitate future participation in wellness checks.

The wellness review conference shall convene as scheduled regardless of whether the student or the student's parent/guardian participates.^[1]

In-Person Wellness Check

If a student does not participate in the wellness review conference, the district must conduct an in-person wellness check within twenty-four (24) hours of the scheduled conference, even if this time period falls on a weekend or holiday.^[1]

{x} When the district has been unable to reach or obtain a response from the student or the student's parent/guardian, the Superintendent or designee shall consult with the district solicitor for guidance.

Wellness Check Records

The district shall maintain accurate records of all wellness checks, including the date, time, method, and outcome of each check.^[1]

District administrators are prohibited from altering attendance records for wellness checks after a wellness check has been performed, except to correct an identified error.^[1]

Reporting Requirements

Any district employee/representative who observes an indications of abuse, neglect or harm to a child during a wellness check, wellness review conference, or related contact, the district employee/representative is required to report the concerns in accordance with law and Board policy.^{[1][2][3]}

The district shall maintain documentation sufficient to demonstrate compliance with this policy and applicable law.^[1]

Such documentation shall be provided to the Pennsylvania Department of Education (PDE) upon request. Failure to comply with the with such requests may result in:^[1]

1. A requirement to report to PDE the date, time and method of each wellness check for each student enrolled exclusively in the district's virtual instruction program.
2. Mandating district educators, administrators and staff to complete child abuse recognition, prevention and reporting training annually.
3. Requiring the district to meet in person with each student enrolled in a virtual instruction program at least once during the school year following the school year in which the district was found to be out of compliance.
4. Prohibiting the district from being awarded a competitive state grant by PDE until the district demonstrates compliance.

Footnotes

[1] **24 P.S. 1327.4**

palegis.us

palegis.us

Legal Reference

View source 

[2] **23 Pa. C.S.A. 6301**

palegis.us

palegis.us

Legal Reference

View source 

[3] **Pol. 806**

Policy Reference

Open policy 

[4] **24 P.S. 1329**

palegis.us

palegis.us

Legal Reference

View source 

[5] **Pol. 204**

Policy Reference

Open policy 

Legal References

[1] **24 P.S. 1327.4 — 24 P.S. 1327.4**

[2] **23 Pa. C.S.A. 6301 et seq — 23 Pa. C.S.A. 6301 et seq**

[3] **Pol. 806**

[4] **24 P.S. 1329 — 24 P.S. 1329**

[5] **Pol. 204**

Policy Number 209
Title Health Examinations/Screenings
Version v3 · 8/26/2026 · DRAFT

Health Examinations/Screenings

AUTHORITY

In compliance with applicable law and regulations, and Board-approved health and safety plans, the Board shall require that district students submit to health and dental examinations, screenings and health monitoring in order to protect the school community from the spread of communicable disease and to ensure that the student's participation in health, safety and physical education courses meets the student's individual needs and that the learning potential of each student is not lessened by a remediable physical disability.^{[1][2][3][4]}

GUIDELINES

Each student shall receive a comprehensive health examination conducted by the school physician upon original entry, in sixth grade, and in eleventh grade.^{[2][4][5]}

Each student shall receive a comprehensive dental examination conducted by the school dentist upon original entry, in third grade, and in seventh grade.^{[3][4][5]}

A private health and/or dental examination conducted at the parents'/guardians' request and expense shall be accepted in lieu of the school examination. The district shall accept reports of privately conducted physical and dental examinations completed within one (1) year prior to a student's entry into the grade where an exam is required.^[5]

The school nurse or medical technician shall administer to each student vision tests, hearing tests, tuberculosis tests **and** other tests deemed **advisable at** intervals established by the district. Height and weight measurements shall be used to calculate the student's weight-for-height ratio.^{[2][4][6]}

The school nurse or other health care practitioner shall conduct measurements of height and weight for each student for the purpose of tracking growth patterns. Height and weight measurements will be conducted at intervals established by the district and in a manner that protects student confidentiality. Parents/Guardians have the right to request an exemption from height and weight measurements for their child, and the district must provide notification of the exemption request procedure.^{[2][25]}

Parents/Guardians of students who are to receive physical and dental examinations or screenings shall be notified. The notice shall include the date and location of the examination or screening and notice that the parents/guardians may attend. The notice shall encourage the parent/guardian to have the examination or screening conducted by

the student's private physician or dentist at the parent's/guardian's expense to promote continuity of care. Such statement may also include notification that the student may be exempted from such examination or screening if it is contrary to the parent's/guardian's religious beliefs.[7][8][9]

A student who presents a statement signed by the parent/guardian that a health examination is contrary to the student's or parent's/guardian's religious beliefs shall be examined only when the Secretary of Health determines that facts exist indicating that certain conditions would present a substantial menace to the health of others in contact with the student if the student is not examined for those conditions.[10][11]

Where it appears to school health officials or teachers that a student deviates from normal growth and development, or where school examinations reveal conditions requiring health or dental care, the parent/guardian shall be notified of the apparent need for a special examination by the student's private physician or dentist. The parent/guardian shall report to the school whether a special examination occurred. If the parent/guardian fails to report whether the examination occurred within a reasonable time after being notified of the apparent need and the abnormal condition persists, appropriate school health personnel shall arrange a special health examination for the student.[2][4][12]

In the event that the parent/guardian objects to or refuses to obtain a regular or special health or dental examination or refuses to permit the child to be examined as arranged by the school nurse or school physician, the school nurse, in consultation with the school physician, shall determine whether the student appears to have unaddressed health conditions such that under the circumstances the refusal should be reported to the PA Department of Health or other appropriate authorities.

Where school health officials or staff have reasonable cause to suspect that a student may be the victim of child abuse, the school employee shall make a report of suspected child abuse in accordance with law and Board policy.[13][14]

Health Monitoring

The Board directs district staff to monitor student health in accordance with applicable Board policy and the Board-approved health and safety plan.[15]

A student may request an alternative method of monitoring as a religious accommodation, and designated district staff shall assess and respond to such request in accordance with applicable law, regulations and Board policy. A request for an accommodation that would unreasonably impair safety or cause undue hardship will not be granted.[16]

A student with a health condition that may render a monitoring method ineffective should notify designated staff so that alternative or supplemental methods may be considered.[16][17]

Students who may be exhibiting symptoms that indicate health concerns shall be referred to the school nurse or designated staff for further assessment and response, in accordance with Board policy.[15]

Health Records

The district shall maintain for each student a comprehensive health record which includes a record of immunizations and the results of tests, measurements, regularly scheduled examinations and special examinations.[2]

All health records shall be confidential and shall be disclosed only when necessary for the health of the student or when requested by the parent/guardian, in accordance with law and Board policy.[18] [19] [20]

The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the student or other individuals, in accordance with applicable law and Board policy. [15] [18] [19] [20] [21] [22] [23]

Designated district staff shall request from the transferring school the health records of students transferring into district schools. Staff shall respond to such requests for the health records of students transferring from district schools to other schools.[18]

The district shall destroy student health records only after the student has not been enrolled in district schools for at least two (2) years.[18] [24]

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall instruct all staff members to continually observe students for conditions that indicate health concerns or disability and to promptly report such conditions to the school nurse or designated staff.[2]

The Superintendent or designee shall ensure that educational information and materials regarding eating disorder awareness and education are made available to students in grades six through twelve. Eating disorder awareness and educational materials must also be posted on the district's website.[26] [27]

The Superintendent or designee shall ensure that notice is provided to all parents/guardians regarding the existence of and eligibility for the Children's Health Insurance Program (CHIP).[12]

PSBA Revision 8/26 © 2026 PSBA

Footnotes

[1] 24 P.S. 1401
palegis.us View source 
palegis.us
Legal Reference

[2] 24 P.S. 1402
palegis.us View source 
palegis.us
Legal Reference

[3] **24 P.S. 1403**
palegis.us
palegis.us
Legal Reference

[View source](#)

[4] **22 PA Code 12.41**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference

[View source](#)

[5] **24 P.S. 1407**
palegis.us
palegis.us
Legal Reference

[View source](#)

[6] **28 PA Code 23.1**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference

[View source](#)

[7] **24 P.S. 1405**
palegis.us
palegis.us
Legal Reference

[View source](#)

[8] **28 PA Code 23.2**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference

[View source](#)

[9] **20 U.S.C. 1232h**
uscode.house.gov
uscode.house.gov
Legal Reference

[View source](#)

[10] **24 P.S. 1419**
palegis.us
palegis.us
Legal Reference

[View source](#)

[11] **28 PA Code 23.45**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference

[View source](#)

[12] **24 P.S. 1406**
palegis.us
palegis.us
Legal Reference

[View source](#)

[13] **23 Pa. C.S.A. 6311**
palegis.us
palegis.us
Legal Reference
View source 

[14] **Pol. 806**
Policy Reference
Open policy 

[15] **Pol. 203**
Policy Reference
Open policy 

[16] **Pol. 103**
Policy Reference
Open policy 

[17] **Pol. 103.1**
Policy Reference
Open policy 

[18] **24 P.S. 1409**
palegis.us
palegis.us
Legal Reference
View source 

[19] **Pol. 113.4**
Policy Reference
Open policy 

[20] **Pol. 216**
Policy Reference
Open policy 

[21] **20 U.S.C. 1232g**
uscode.house.gov
uscode.house.gov
Legal Reference
View source 

[22] **34 CFR Part 99**
ecfr.gov
ecfr.gov
Legal Reference
View source 

[23] **Pol. 805**
Policy Reference
Open policy 

[24] **Pol. 800**
Policy Reference
Open policy 

[25] **28 PA Code 23.7**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
[View source](#) ↗

[26] **24 P.S. 1408**
palegis.us
palegis.us
Legal Reference
[View source](#) ↗

[27] **24-P-S-1426**
palegis.us
palegis.us
Legal Reference
[View source](#) ↗

Legal References

- [1] 24 P.S. 1401
- [2] 24 P.S. 1402
- [3] 24 P.S. 1403
- [4] 22 PA Code 12.41
- [5] 24 P.S. 1407
- [6] 28 PA Code 23.1 et seq
- [7] 24 P.S. 1405
- [8] 28 PA Code 23.2
- [9] 20 U.S.C. 1232h
- [10] 24 P.S. 1419
- [11] 28 PA Code 23.45
- [12] 24 P.S. 1406
- [13] 23 Pa. C.S.A. 6311
- [14] Pol. 806
- [15] Pol. 203
- [16] Pol. 103
- [17] Pol. 103.1
- [18] 24 P.S. 1409
- [19] Pol. 113.4
- [20] Pol. 216
- [21] 20 U.S.C. 1232g
- [22] 34 CFR Part 99
- [23] Pol. 805
- [24] Pol. 800
- [25] 28 PA Code 23.7 — 28 PA Code 23.7
- [26] 24 P.S. 1408 — 24 P.S. 1408
- [27] 24-P-S-1426 — 24 P.S. 1426

Policy Number 246
Title School Wellness
Version v3 · 8/26/2026 · DRAFT

School Wellness

PURPOSE

The Wyoming Valley West School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education and promotion, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

AUTHORITY

The Board adopts this policy based on the recommendations of the Wellness Committee and in accordance with federal and state laws and regulations.^{[2][3]}

To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutrition guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.
4. Curriculum and programs for grades K-12 that are designed to educate students about proper nutrition and lifelong physical activity, in accordance with State Board of Education curriculum regulations and academic standards.

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall be responsible for the implementation and oversight of this policy to ensure each of the district's schools, programs and curriculum is compliant with this policy, related policies and established guidelines or administrative regulations.^{[2][3]}

Each building principal or designee shall annually report to the Superintendent or designee regarding compliance in his/her school.^[3]

Staff members responsible for programs related to school wellness shall report to the Superintendent or designee regarding the status of such programs.

- 1.

The Superintendent or designee and the established Wellness Committee shall conduct an assessment at least once every three (3) years on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. This triennial assessment shall be made available to the public in an accessible and easily understood manner and include:^{[2][3]}

1. The extent to which each district school is in compliance with law and policies related to school wellness.
2. The extent to which this policy compares to model wellness policies.
3. A description of the progress made by the district in attaining the goals of this policy.

At least once every three (3) years, the district shall update or modify this policy as needed, based on the results of the most recent triennial assessment and/or as district and community needs and priorities change; wellness goals are met; new health science, information and technologies emerge; and new federal or state guidance or standards are issued.^[3]

The district shall annually inform and update the public, including parents/guardians, students, and others in the community, about the contents, updates and implementation of this policy via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods. This annual notification shall include information on how to access the School Wellness policy; information about the most recent triennial assessment; information on how to participate in the development, implementation and periodic review and update of the School Wellness policy; and a means of contacting Wellness Committee leadership.^{[2][3]}

GUIDELINES

Recordkeeping

The district shall retain records documenting compliance with the requirements of the School Wellness policy, which shall include:^{[3][4]}

1. The written School Wellness policy.
2. Documentation demonstrating that the district has informed the public, on an annual basis, about the contents of the School Wellness policy and any updates to the policy.
3. Documentation of efforts to review and update the School Wellness policy, including who is involved in the review and methods used by the district to inform the public of their ability to participate in the review.
4. Documentation demonstrating the most recent assessment on the implementation of the School Wellness policy and notification of the assessment results to the public.

Wellness Committee

The district shall establish a Wellness Committee comprised of, but not necessarily limited to, at least one (1) of each of the following: School Board member, district administrator, district food service representative, student, parent/guardian, school health professional, physical education teacher and member of the public. It shall be the goal that committee membership will include representatives from each school building and reflect the diversity of the community.^[2]

The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a School Wellness policy that complies with law to recommend to the Board for adoption.

The Wellness Committee shall review and consider evidence-based strategies and techniques in establishing goals for nutrition education and promotion, physical activity and other school based activities that promote student wellness as part of the policy development and revision process.^[3]

Advisory Health Council

An Advisory Health Council may be established by the Superintendent to study student health issues and to assist in organizing follow-up programs.^[5]

The Advisory Health Council may examine related research, assess student needs and the current school environment, review existing Board policies and administrative regulations, and raise awareness about student health issues.

The Advisory Health Council may make policy recommendations to the Board related to other health issues necessary to promote student wellness.

The Advisory Health Council may survey parents/guardians and/or students; conduct community forums or focus groups; collaborate with appropriate community agencies and organizations; and engage in similar activities, within the budget established for these purposes.

The Advisory Health Council shall provide periodic reports to the Superintendent or designee regarding the status of its work, as required.

Individuals who conduct student medical and dental examinations shall submit to the Advisory Health Council annual reports and later reports on the remedial work accomplished during the year, as required by law.^[5]

Nutrition Education

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.^{[6][7][8]}

Nutrition education in the district shall teach, model, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.

Nutrition education shall provide all students with the knowledge and skills needed to lead healthy lives.

Nutrition education lessons and activities shall be age-appropriate.

Nutrition curriculum shall teach behavior-focused skills, which may include menu planning, reading nutrition labels and media awareness.

School food service and nutrition education classes shall cooperate to create a learning laboratory.

Nutrition education shall be integrated into other subjects such as math, science, language arts and social sciences to complement but not replace academic standards based on nutrition education.

Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.

The staff responsible for providing nutrition education shall be properly trained and prepared and shall participate in appropriate professional development. The district shall develop standards for such training and professional development.[9]

Nutrition education shall extend beyond the school environment by engaging and involving families and the community.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

District schools shall promote nutrition through the implementation of Farm to School activities, where possible. Activities may include, but not be limited to, the initiation/maintenance of school gardens, taste-testing of local products in the cafeteria and classroom, classroom education about local agriculture and nutrition, field trips to local farms and incorporation of local foods into school meal programs.

District staff shall cooperate with agencies and community organizations to provide opportunities for appropriate student projects related to nutrition.

District food service personnel shall review and implement research-based, behavioral economics techniques in the cafeteria to encourage consumption of more whole grains, fruits, vegetables and legumes, and to decrease plate waste.

Consistent nutrition messages shall be disseminated and displayed throughout the district, schools, classrooms, cafeterias, homes, community and media.

Consistent nutrition messages shall be demonstrated by avoiding use of unhealthy food items in classroom lesson plans and school staff avoiding eating less healthy food items in front of students.

District schools shall offer resources about health and nutrition to encourage parents/guardians to provide healthy meals for their children.

Physical Activity

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

District schools shall contribute to the effort to provide students opportunities to accumulate at least sixty (60) minutes of age-appropriate physical activity daily, as recommended by the Centers for Disease Control and Prevention. Opportunities offered at school will augment physical activity outside the school environment, such as outdoor play at home, sports, etc.

Students shall participate daily in a variety of age-appropriate physical activities designed to achieve optimal health, wellness, fitness and performance benefits.

Age-appropriate physical activity opportunities, such as outdoor and indoor recess, before and after school programs, during lunch, clubs, intramurals and interscholastic athletics, shall be provided to meet the needs and interests of all students, in addition to planned physical education.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

Extended periods of student inactivity, two (2) hours or more, shall be discouraged.

Physical activity breaks shall be provided for students during classroom hours.

Before and/or after-school programs shall provide developmentally appropriate physical activity for participating children.

District schools shall partner with parents/guardians and community members and organizations, such as YMCAs, Boys & Girls Clubs, local and state parks, hospitals, etc., to institute programs that support lifelong physical activity.

Physical activity shall not be used or withheld as a form of punishment.

District schools shall promote physical activity through encouragement of walking and biking as a means of transportation to and from school.

Students and their families shall be encouraged to utilize district-owned physical activity facilities, such as playgrounds and fields, outside school hours in accordance with established district rules.

Physical Education

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education.[7][8][10]

Instruction involving the collection of a student's height and weight measurements must be conducted in a manner that protects student confidentiality. The calculation of body mass index (BMI) is prohibited.[10]

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

A comprehensive physical education course of study that focuses on providing students the skills, knowledge and confidence to participate in lifelong, health-enhancing physical activity shall be implemented.

A varied and comprehensive curriculum that promotes both team and individual activities and leads to students becoming and remaining physically active for a lifetime shall be provided in the physical education program.

Adequate amounts of planned instruction shall be provided in order for students to achieve the proficient level for the Health, Safety and Physical Education academic standards.

A local assessment system shall be implemented to track student progress on the Health, Safety and Physical Education academic standards.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Safe and adequate equipment, facilities and resources shall be provided for physical education courses.

Physical education shall be taught by certified health and physical education teachers.

Appropriate professional development shall be provided for physical education staff.

Physical education classes shall have a teacher-student ratio comparable to those of other courses for safe and effective instruction.

Physical activity shall not be used or withheld solely as a form of punishment.

Social Media

A social media literacy program consistent with curriculum regulations and academic standards shall be developed and implemented to address the following:^{[7][8][23]}

- 1. Mental, psychological and physical effects of social media and mobile device use.**
- 2. Potential impacts of social media and mobile device use on academic growth and learning.**
- 3. Safe use of social media, including how to recognize suspicious online behavior including, but not limited to:**
 - a. Cyberbullying.**
 - b. Predatory behavior.**
 - c. Potential human trafficking.**
- 4. Personal security and privacy on mobile devices.**

Other School Based Activities

Safe drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.^{[11][12][13][24]}

Nutrition professionals who meet hiring criteria established by the district and in compliance with federal regulations shall administer the school meals program. Professional development and continuing education shall be provided for district nutrition staff, as required by federal regulations.^{[9][15][16][17]}

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Students shall be provided adequate time to eat: ten (10) minutes sit down time for breakfast; twenty (20) minutes sit down time for lunch.

District schools shall implement alternative service models to increase school breakfast participation where possible, such as breakfast served in the classroom, "grab & go breakfast" and breakfast after first period to reinforce the positive educational, behavioral and health impacts of a healthy breakfast.

Meal periods shall be scheduled at appropriate hours, as required by federal regulations and as defined by the district.^[11]

Students shall have access to hand washing or sanitizing before meals and snacks.

Access to the food service operation shall be limited to authorized staff.

Nutrition content of school meals shall be available to students and parents/guardians.

Students and parents/guardians may be involved in menu selections through various means, such as taste testing and surveys.

To the extent possible, the district shall utilize available funding and outside programs to enhance student wellness.

The district shall provide appropriate training to all staff on the components of the School Wellness policy.

Goals of the School Wellness policy shall be considered in planning all school based activities.

Fundraising projects submitted for approval shall be supportive of healthy eating and student wellness.

Administrators, teachers, food service personnel, students, parents/guardians and community members shall be encouraged to serve as positive role models through district programs, communications and outreach efforts.

The district shall support the efforts of parents/guardians to provide a healthy diet and daily physical activity for children by communicating relevant information through various methods.

The district shall maintain a healthy school environment to optimize conditions for learning and minimize potential health risks to students, in accordance with the district's school environmental health program and applicable laws and regulations.

.

Nutrition Guidelines for All Foods/Beverages at School

All foods and beverages available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing obesity.

Foods and beverages provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.^{[11][12][15][16]}

Foods and beverages offered or sold at school-sponsored events outside the school day, such as athletic events and dances, shall offer healthy alternatives in addition to more traditional fare.

Competitive Foods -

Competitive foods available for sale shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School). These standards shall apply in all locations and through all services where foods and beverages are sold to students, which may include, but are not limited to: a la carte options in cafeterias, vending machines, school stores, snack carts and fundraisers.^{[3][18][19]}

For purposes of this policy, **school campus** means any area of property under the jurisdiction of the school that students may access during the school day.^{[3][18]}

For purposes of this policy, **school day** means the period from midnight before school begins until thirty (30) minutes after the end of the official school day.^{[3][18]}

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.^[18]

Fundraiser Exemptions -

Fundraising activities held during the school day involving the sale of competitive foods shall be limited to foods that meet the Smart Snacks in School nutrition standards, unless an exemption is approved in accordance with applicable Board policy and administrative regulations.^[20]

The district may allow a limited number of exempt fundraisers as permitted by the Pennsylvania Department of Education each school year: up to five (5) exempt fundraisers in elementary and middle school buildings, and up to ten (10) exempt fundraisers in high school buildings. **Exempt fundraisers** are fundraisers in which competitive foods are available for sale to students that do not meet the Smart Snacks in School nutrition standards.^[18]

The district shall establish administrative regulations to implement fundraising activities in district schools, including procedures for requesting a fundraiser exemption.

Non-Sold Competitive Foods -

Non-sold competitive foods available to students, which may include but are not limited to foods and beverages offered as rewards and incentives, at classroom parties and celebrations, or as shared classroom snacks, shall meet or exceed the standards established by the district.

If the offered competitive foods do not meet or exceed the Smart Snacks in School nutrition standards, the following standards shall apply:

1. Rewards and Incentives: **(CHOOSE ONE OF THE OPTIONS BELOW)**

- a.
- b. {X} Foods and beverages shall not be used as a reward for classroom or school activities unless the reward is an activity that promotes a positive nutrition message (e.g., guest chef, field trip to a farm or farmers market, etc.).
- c.

2. Classroom Parties and Celebrations: **(CHOOSE ONE OR MORE OF THE OPTIONS BELOW)**

- a. .
- b.
- c. {X} Parents/Guardians shall be informed through newsletters or other efficient communication methods that foods/beverages should only be brought in when requested for scheduled parties.
- d.
- e.

3. Shared Classroom Snacks:

- a. {X} Shared classroom snacks are not permitted in district schools.
- b.

The district shall provide a list of suggested nonfood ideas and healthy food and beverage alternatives to parents/guardians and staff, which may be posted via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Marketing/Contracting -

Any foods and beverages marketed or promoted to students on the school campus during the school day shall meet or exceed the established federal nutrition standards (USDA Smart Snacks in School) and comply with established Board policy and administrative regulations.^{[3][18]}

Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law. Existing contracts shall be reviewed and modified to the extent feasible to ensure compliance with established federal nutrition standards, including applicable marketing restrictions.^[21]

Management of Food Allergies in District Schools

The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to:^[22]

- 1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
- 2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
- 3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

Safe Routes to School

{X} The district shall assess and, to the extent possible, implement improvements to make walking and biking to school safer and easier for students.

{X} The district shall cooperate with local municipalities, public safety agency, police departments and community organizations to develop and maintain safe routes to school.

{X} District administrators shall seek and utilize available federal and state funding for safe routes to school, when appropriate.

PSBA Revision 8/26 © 2026 PSBA

Footnotes

[2] 42 U.S.C. 1758b

[3] 7 CFR 210.31

[4] 7 CFR 210.15

[5] 24 P.S. 1422

[6] 24 P.S. 1513

[7] **Pol. 102**
Policy Reference Open policy 

[8] **Pol. 105**
Policy Reference Open policy 

[9] **Pol. 808**
Policy Reference Open policy 

[10] 24 P.S. 1512.1

[11] 7 CFR 210.10

[12] 7 CFR 220.8

[13] 24 P.S. 701

[15] 42 U.S.C. 1751

[16] 42 U.S.C. 1773

[17] 7 CFR 210.30

[18] 7 CFR 210.11

[19] 7 CFR 220.12

[20] **Pol. 229**

Policy Reference

Open policy 

[21] 24 P.S. 504.1

[22] **Pol. 209.1**

Policy Reference

Open policy 

[23] 24 P.S. 1556

[24] 24 P.S. 742.1

Policy Number 249 SD PNN
Title Bullying/Cyberbullying
Version v3 · 8/26/2026

Bullying/Cyberbullying

PURPOSE

The Board recognizes that bullying **and cyberbullying create** an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning and may lead to more serious violence. **The Board is committed to providing a safe, positive learning environment for district students that is free from bullying and cyberbullying.**

DEFINITIONS

Artificial Intelligence-Generated or Modified Media means text, code, images, audio or video data that has been created or modified from its original source data through the use of artificial intelligence technology, programs or platforms. ^[1]

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting

that is severe, persistent or pervasive and has the effect of doing any of the following: ^[1]

1. Substantially interfering with a student's education; **or**
2. Creating a threatening environment; **or**
3. Substantially disrupting the orderly operation of the school.

Cyberbullying means bullying through the use of electronic technology or communication, including data, computer software or online platforms regardless of their origin, using a device, system network, internet service, email, social media or other digital means, including artificial intelligence-generated or modified media. Cyberbullying includes bullying conduct which occurs in a school setting. ^[1]

School setting means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school. ^[1]

AUTHORITY

The Board prohibits all forms of bullying **and cyberbullying** by district students **and requires that this policy be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website.** ^[1]

The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee.

The Board directs that complaints of bullying **and cyberbullying** be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of bullying **or cyberbullying** brought pursuant to this policy **to** also be reviewed for conduct which may not be proven to be bullying **or cyberbullying** under this policy but merits review and possible action under other Board policies.^[1]

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with applicable law, regulations, this policy and the district's legal and investigative obligations.

Retaliation

Reprisal or retaliation relating to reports of bullying **or cyberbullying** or participation in an investigation of allegations of bullying **or cyberbullying** is prohibited and shall be subject to disciplinary action.

DELEGATION OF RESPONSIBILITY

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying **and cyberbullying**.

The Superintendent or designee shall develop administrative regulations to **support** this policy.

The Superintendent or designee shall ensure that this policy and administrative regulations are reviewed annually with students.^[1]

The Superintendent or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Board.^[1]

District administration shall annually provide the following information with the school safety and security incident report:^[1]^[2]

1. Board's Bullying/**Cyberbullying** Policy.
2. Report of bullying **and cyberbullying** incidents.
3. Information on the development and implementation of any bullying **and cyberbullying** prevention, intervention or education programs.

GUIDELINES

Reports of bullying or cyberbullying may be made orally or in writing and may be anonymous, except where made by district staff. Students are encouraged to use the district's reporting form attached to this policy, or to submit a written complaint; however, oral complaints will be accepted, documented and investigated.

Any individual receiving a complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor any person involved.

District staff who observe bullying/cyberbullying or receive a report of bullying/cyberbullying shall not conduct an independent investigation but shall take appropriate action to protect the safety of involved students and promptly provide a summary of the observed or reported conduct to the building principal or designee.

For purposes of this policy, a reporter is an individual, other than district staff, who reports alleged bullying/cyberbullying directed at one or more students. A complainant is the alleged victim or target of the conduct. In some circumstances, the same individual may serve as both reporter and complainant.

The building principal or designee shall encourage the complainant or reporter to complete the district's designated report form. If, due to age, disability or other incapacity, the complainant or reporter is unable to complete the form, the building principal or designee shall document the report and complete the form on the individual's behalf. If the report is made by someone other than the complainant, the complainant shall be notified promptly, informed of the report, and encouraged to complete the district reporting form.

As soon as practicable after the receipt of a report of bullying or cyberbullying, the district shall notify the parent(s)/guardian(s) of any student involved in the incident.

If the complainant, district staff, or other professionals with knowledge of the complainant's health and well-being indicate that notifying a parent/guardian could place the complainant or another person at risk of abuse, neglect or other imminent harm, the building principal, in consultation with the Superintendent and legal counsel, and as appropriate, law enforcement, child welfare authorities and other qualified professionals, may determine whether parental notification should be delayed as permitted by law. The basis for the delay must be documented, and parent/guardian notification shall occur as soon as legally and safely practicable.^[3]^[4]

Every report of bullying/cyberbullying shall be reviewed and investigated promptly and sufficiently to address the alleged misconduct, even if the report is anonymous or the complainant requests that no action be taken.

Threat Assessment

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community, or others, district staff shall make a referral to the district's threat assessment team in accordance with applicable law and Board policy.^[5]^[6]

Discrimination/Harassment

If, at the time of the report or at any time during the investigation of the alleged bullying/cyberbullying, there is reason to believe that the conduct may fall within the provisions of the district's discrimination/harassment policies, the

Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will immediately initiate steps to comply with appropriate policies and procedures. The investigation will be handled as a joint and concurrent investigation to address all applicable allegations and legal requirements.[7][8]

Investigation Procedures

After determining that the matter does not require handling under Policy 103, the building principal shall determine whether the investigation may be conducted by the principal or designee or whether the matter must be referred to the Superintendent or another appropriate administrator.

If law enforcement has been notified, a law enforcement report has been filed, or substantiated allegations could result in expulsion, the building principal shall consult with the Superintendent or appropriate administrator, who may seek advice from legal counsel.

Investigations shall be timely, impartial, thorough and comprehensive. The investigation may include:

- 1. Interviewing the complainant.**
- 2. Interviewing the individual(s) accused of the conduct.**
- 3. Interviewing witnesses.**
- 4. Reviewing physical, electronic or documentary evidence.**
- 5. Reviewing any other relevant information provided during the investigation.**
- 6. Conducting any additional inquiry reasonably necessary to determine the facts and address proven misconduct.**

Investigative Findings

The investigator shall prepare findings that summarize the investigation, determine whether the allegations have been substantiated, identify any violation of Board policy or applicable law, and recommend appropriate corrective action.

As soon as practicable after determining that an incident of bullying or cyberbullying has occurred, the district shall notify the parent(s)/guardian(s) of any student involved in the incident of the determination of the investigation.

The complainant/reporter and the accused shall be informed of the outcome of the investigation within a reasonable period of time, consistent with the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused shall not be informed of any individual remedies provided to the complainant.[9]

District Response and Corrective Action

If an investigation results in a finding that bullying or cyberbullying or other misconduct occurred, the district shall take prompt and appropriate corrective action designed to stop the conduct, prevent its recurrence, protect affected students, eliminate any hostile or disruptive environment, and prevent retaliation.[1]

The district shall document corrective actions taken and, when permitted by law, inform the complainant or reporter of responsive measures. District administrators shall monitor the effectiveness of corrective actions and take additional measures when necessary.^[1]

If an investigation reveals violations of other Board policies or circumstances requiring additional review, referral, discipline or intervention, the district shall address those matters through the appropriate disciplinary, administrative or support processes.

Any disciplinary action imposed shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, applicable collective bargaining agreements, and state and federal law, and may include:^[1]^[2]^[13]

{X} Counseling within the school.

{X} Parental conference.

{X} Loss of school privileges.

{X} Transfer to another school building, classroom or school bus.

{X} Exclusion from school-sponsored activities.

{X} Suspension.

{X} Expulsion.

{X} Counseling/Therapy outside of school.

{X} Referral to law enforcement officials.

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.^[1]^[2]^[10]

Education

The district

{X} may

develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.^[1]^[11]^[12]

School Safety and Security Incidents Report

Annually, by July 31, the Superintendent shall report on the designated form, to the PA Department of Education, all new incidents as required by state law. The report must include the total number of bullying and cyberbullying incidents that occurred during the school year, including the number of cyberbullying incidents suspected to involve artificial intelligence-generated or modified media.^[2]^[14]

Footnotes

[1] 24 P.S. 1303.1-A

[2] Pol. 805.1

Policy Reference

Open policy 

[3] 23 Pa. C.S.A. 6301

[4] Pol. 806

Policy Reference

Open policy 

[5] 24 P.S. 1302-E

[6] Pol. 236.1

Policy Reference

Open policy 

[7] Pol. 103

Policy Reference

Open policy 

[8] Pol. 103

Policy Reference

Open policy 

[9] Pol. 216

Policy Reference

Open policy 

[10] 22 PA Code 12.3

[11] 20 U.S.C. 7118

[12] 24 P.S. 1302-A

[13] Pol. 236

Policy Reference

Open policy 

[14] 24 P.S. 1319-B

Policy Number 704
Title Maintenance
Version v3 · 8/26/2026 · DRAFT

Maintenance

PURPOSE

Adequate maintenance of buildings, property and equipment is essential to fiscal responsibility and efficient management of district facilities.

AUTHORITY

The Board directs that a continuous program of inspection and maintenance of all district buildings, property and equipment be established and implemented. Wherever possible, maintenance shall be preventive.[2][3]

DELEGATION OF RESPONSIBILITY

The Superintendent or designee shall develop and supervise a maintenance program which shall include:

{X} Regular program of maintenance, repair and improvement of buildings and facilities.

{X} Testing lead levels in drinking water.[3]

{X} Critical spare parts inventory.

{X} Equipment replacement program.

{X} Long-range plans for building modernization and conditioning.

{X} Each building principal, in conjunction with the building maintenance employee, shall conduct a physical inspection of the building on a

(X) periodic

basis and return a written report to the Superintendent or designee as to the findings of that inspection.

The Superintendent shall report

{X} periodically

to the Board regarding the current maintenance and improvement program and projected maintenance needs that include cost analysis.

Footnotes

[2] **24 P.S. 701**

palegis.us

palegis.us

Legal Reference

View source [↗](#)

[3] **24 P.S. 742.1**

palegis.us

palegis.us

Legal Reference

View source [↗](#)

Legal References

[2] **24 P.S. 701**

[3] **24 P.S. 742.1 — 24 P.S. 742.1**

Policy Number 803
Title School Calendar
Version v3 · 8/26/2026 · DRAFT

School Calendar

PURPOSE

The Board recognizes that preparation of an annual school calendar is necessary for the efficient operation of the district and communication with students, staff, parents/guardians and the school community.

AUTHORITY

The Board shall determine annually the days and the hours when the schools will be in session for instructional purposes, in accordance with state law and regulations. This may include, as appropriate, activities qualifying as instructional days or hours under the direction of certified school employees for fulfilling the minimum required days or hours of instruction under law, regulations and state guidance.^{[1][2][3][4][5][6][7][8][9]}

The school calendar shall normally consist of a minimum of ^{[1][2][8][10]}

{X} 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level.

The Board reserves the right to alter the school calendar when it is in the best interests of the district, including in cases of emergency, in accordance with applicable law and regulations. The Board shall take action to establish temporary provisions in cases of emergency, in accordance with law, and shall document such actions with the PA Department of Education when required.^{[2][5][6][7][9][11][12][13]}^[14]

Temporary provisions established in accordance with law may include but are not limited to:^{[1][2][5][6][7][8][9][12][13]}^[15]

1. Keeping schools in session such days and hours as the Board deems necessary, which shall include maintaining the requirement for a minimum of 180 student days or 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level.
2. Reducing the length of time of daily instruction for courses and classes.
3. Implementing remote and other alternative methods of delivering instruction under the direction of certified school employees.

Each year, prior to finalizing the school calendar, the Board must discuss the use or potential use of flexible instructional days and remote or virtual instructional days at a public Board meeting.^[7]^[14]

DELEGATION OF RESPONSIBILITY

The Superintendent shall annually prepare a school calendar for Board consideration.

The Superintendent or designee shall document alterations to the school calendar and any temporary provisions in accordance with law, regulations, guidance from the PA Department of Education and Board policy.^{[7][14]}^[15]

PSBA Revision 8/26 © 2026 PSBA

Footnotes

[1] **24 P.S. 133**

palegis.us

palegis.us

Legal Reference

View source 

[2] **24 P.S. 1501**

palegis.us

palegis.us

Legal Reference

View source 

[3] **24 P.S. 1502**

palegis.us

palegis.us

Legal Reference

View source 

[4] **24 P.S. 1503**

palegis.us

palegis.us

Legal Reference

View source 

[5] **24 P.S. 1504**

palegis.us

palegis.us

Legal Reference

View source 

[6] **24 P.S. 1505**

palegis.us

palegis.us

Legal Reference

View source 

[7] **24 P.S. 1506**

palegis.us

palegis.us

Legal Reference

View source 

[8] **22 PA Code 11.1**

pacodeandbulletin.gov

pacodeandbulletin.gov

Legal Reference

View source 

[9] **22 PA Code 11.2**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
View source 

[10] **22 PA Code 4.4**
pacodeandbulletin.gov
pacodeandbulletin.gov
Legal Reference
View source 

[11] **24 P.S. 520**
palegis.us
palegis.us
Legal Reference
View source 

[12] **24 P.S. 520.1**
palegis.us
palegis.us
Legal Reference
View source 

[13] **24 P.S. 1501.3**
palegis.us
palegis.us
Legal Reference
View source 

[14] **Pol. 006**
Policy Reference
Open policy 

[15] **Pol. 805**
Policy Reference
Open policy 

Legal References

- [1] 24 P.S. 133
- [2] 24 P.S. 1501
- [3] 24 P.S. 1502
- [4] 24 P.S. 1503
- [5] 24 P.S. 1504
- [6] 24 P.S. 1505
- [7] 24 P.S. 1506
- [8] 22 PA Code 11.1
- [9] 22 PA Code 11.2
- [10] 22 PA Code 4.4
- [11] 24 P.S. 520
- [12] 24 P.S. 520.1
- [13] 24 P.S. 1501.3
- [14] Pol. 006 — Pol. 006

Policy Number 805.2 SD PNN
Title School Security Personnel
Version v3 · 8/26/2026

School Security Personnel

AUTHORITY

The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities.

The district shall employ or contract for at least one (1) full-time school security personnel who has completed the training required by law and this Board policy to be on duty during the school day.^[1]

The district shall certify to the state School Safety and Security Committee annually that it has met the requirements for school security personnel or has received a waiver, in accordance with applicable law.^[1]

DEFINITIONS

School security personnel - school police officers, school resource officers and school security guards.^[2]

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the district for the purpose of performing school security services.^[2]

School day - the hours between the morning opening of a school building and the afternoon dismissal of students on a day which classes are in session.^[1]

Third-party vendor - a company or entity approved by the PA Commission on Crime and Delinquency that provides school security services in accordance with law.^[2]

DELEGATION OF RESPONSIBILITY

The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law. When a vacancy occurs in the role of the School Safety and Security Coordinator, the Superintendent shall appoint another school administrator to serve as the School Safety and Security Coordinator within thirty (30) days of the vacancy and shall notify the Board regarding the appointment.^[3]

The Superintendent or designee shall submit the name and contact information for the appointed School Safety and Security Coordinator to the state's School Safety and Security Committee within thirty (30) days of the appointment.^[3]

The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following:^[3]

1. Oversee all

{X} School Resource Officers (SROs)

{X} school security guards.

2. Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.
3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide **awareness and prevention**, bullying and cyberbullying awareness and **prevention**, substance use awareness, emergency procedures and training drills, and identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with the standards established by the state's School Safety and Security Committee and the requirements of applicable law and regulations.^{[3][4][5][6][7][8][9][10][11][12][13]}
4. Meet with school employees annually to seek their input on the mandatory school safety and security training.^[4]
5. Coordinate a tour of the district's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.
6. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
7. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.^{[8][14]}
8. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable.^{[12][15]}
9. Coordinate school safety and security meetings with school and building leadership, at least on a quarterly basis.

The School Safety and Security Coordinator shall, within one (1) year of appointment, complete required training as specified by the state's School Safety and Security Committee for serving in the role of a School Safety and Security Coordinator. This training shall be in addition to other training requirements for school administrators, but shall count toward professional education credit, where applicable.^{[3][16][17][18]}

The School Safety and Security Coordinator must complete any additional continuing education as required by the School Safety and Security Committee.^[3]

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Board at an executive session on the district's current safety and security practices, and identify strategies to improve school safety and security.^{[3][19]}

The Board directs the School Safety and Security Coordinator to include the following information in the annual report:

1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and additional information on threat assessment required by the Superintendent or designee, in accordance with Board policy.^[8]^[14]
2. The number and type(s) of school security personnel contracted or employed by the district, including:^[3]
 - a. The number of school security personnel that are armed, listed by type(s) of personnel.
 - b. The school building at which each school security personnel is assigned, listed by type(s) of personnel.
 - c. The training, including the type of training and completion dates, of each school security personnel, listed by type(s) of personnel.
 - d. A listing of other individuals utilized by the district for school safety-related duties.
3. An attendance report of the school and building personnel present at each school safety and security meeting, including yearly attendance totals.
4. {X} Reports of required emergency preparedness, fire, bus evacuation and school security drills.^[12]
5. {X} Information on required school safety and security training and resources provided to students and staff.^[12]
6. {X} Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
7. {X} Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district.^[20]
8. {X} School safety and security incident reports for the previous year(s) and/or data collected to date for the current year.^[21]
9. {X} Updates regarding the district's memorandum of understanding with law enforcement agencies.^[21]
10. {X} Updates to laws, regulations and/or Board policies related to school safety and security.
11. {X} Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
12. {X} Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report, including the required information on threat assessment and school security personnel, shall be submitted to the state's School Safety and Security Committee.^[3]

The Superintendent or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in performance of their duties only if, and to the extent, authorized by the Board, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer

or in a contract with an independent contractor or third-party vendor approved by the Board.

GUIDELINES

{X} School Resource Officers (SROs)

The district shall establish an agreement with Kingston, West Side Regional, and Plymouth, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.^{[2][45]}

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.^[2]

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:^[46]

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Assist in developing Board policy, administrative regulations or procedures which address crime, and recommending procedural changes.
3. Develop and educate students in crime prevention and safety.
4. Train students in conflict resolution, restorative justice and crime awareness.
5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around a school.
6. Develop or expand community justice initiatives for students.
7. Other duties as agreed upon between the district and municipal agency.

Prior to assignment in the district, the district shall confirm that the law enforcement agency has completed a law enforcement agency background investigation and received the SRO's separation record, when required, in compliance with applicable law and regulations. The district shall coordinate with the law enforcement agency in making required reports regarding hiring and separation, and maintaining all required records, in accordance with applicable law and regulations.^{[31][36]}

SROs shall successfully complete required training, in accordance with law.^[46]

{X} School Security Guards

The district shall employ and/or contract for one or more school security guards, in accordance with the provisions of law.^{[2][25][26][47]}

School security guard - an individual employed by the district or a third-party vendor or an independent contractor who is assigned to a school for routine safety and security duties, and has not been granted powers by the court to issue citations, detain individuals or exercise the same powers as exercised by police of the municipality in which the school property is located, in accordance with law. An independent contractor or individual

employed by a third-party vendor contracted with the district shall meet the requirements of contracted services personnel, in accordance with Board policy and the provisions of applicable law.^{[21][24][26][47]}

Background Checks -

Prior to receiving an offer of employment, all school security guards shall comply with the requirements for background checks/certifications and employment history reviews for all school employees, in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for school security guards employed by the district and Board policy 818 for school security guards employed by an independent contractor or third-party vendor.^{[25][26][27][28][29][30]}

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school security guards employed by the district and shall review a background investigation conducted for all school security guards employed by an independent contractor or third-party vendor.^{[31][32]}

Following an offer of employment, the district shall request the separation record for a school security guard employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency.^{[33][34]}

Requirements -

School security guards shall provide the following services, as directed by the district:^[47]

1. School safety support services.
2. Enhanced campus supervision.
3. Assistance with disruptive students.
4. Monitoring visitors on campus.^[48]
5. Coordination with law enforcement officials,

{X} including SROs.

6. Security functions which improve and maintain school safety.

School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Board policy.^[47]

{X} School security guards authorized to carry a firearm shall maintain an appropriate license and successfully complete required firearm training in accordance with law.^[47]

The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.^{[31][36]}

{X} Other Agreements

{X} The district shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law.^{[45][46][51]}

Footnotes

[1] 24 P.S. 1316-C

[2] 24 P.S. 1301-C

[3] 24 P.S. 1309-B

[4] 24 P.S. 1310-B

[5] Pol. 146.1

Policy Reference

Open policy 

[6] Pol. 227

Policy Reference

Open policy 

[7] Pol. 236

Policy Reference

Open policy 

[8] Pol. 236.1

Policy Reference

Open policy 

[9] Pol. 249

Policy Reference

Open policy 

[10] Pol. 333

Policy Reference

Open policy 

[11] Pol. 351

Policy Reference

Open policy 

[12] Pol. 805

Policy Reference

Open policy 

[13] Pol. 819

Policy Reference

Open policy 

[14] 24 P.S. 1302-E

[15] 24 P.S. 1305-B

[16] 24 P.S. 1316-B

[17] 24 P.S. 1205.1

[18] 24 P.S. 1205.5

[19] **Pol. 006**
Policy Reference Open policy 

[20] **Pol. 235.1**
Policy Reference Open policy 

[21] **Pol. 805.1**
Policy Reference Open policy 

[24] 24 P.S. 1311-C

[25] **Pol. 304**
Policy Reference Open policy 

[26] **Pol. 818**
Policy Reference Open policy 

[27] 24 P.S. 111

[28] 24 P.S. 111.1

[29] 23 Pa. C.S.A. 6344

[30] 23 Pa. C.S.A. 6344.3

[31] 44 Pa. C.S.A. 7301

[32] 37 PA Code 241.5

[33] 44 Pa. C.S.A. 7310

[34] 37 PA Code 241.6

[36] 37 PA Code 241.1

[45] **Pol. 909**
Policy Reference Open policy 

[46] 24 P.S. 1313-C

[47] 24 P.S. 1314-C

[48] Pol. 907

Policy Reference

Open policy 

[51] 53 Pa. C.S.A. 2303

Policy Number 822 SD PNN
Title Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)
Version v3 · 8/26/2026

Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)

PURPOSE

The Board is committed to providing a safe and healthy environment for the school community.

Maintaining automated external defibrillator (AED) units and staff trained in cardiopulmonary resuscitation (CPR) in the schools enables responders to deliver early defibrillation and resuscitation to victims.

DEFINITION

Automated external defibrillator (AED) - a portable device that uses electric shock to restore a stable heart rhythm to an individual in cardiac arrest.^[1]

AUTHORITY

Each school building shall have one (1) person trained and certified in the use of an AED and CPR during the school day when school is in session and students are present.^{[2][3]}

Each school nurse or designee, coach of an athletic activity, marching band director, physical education teacher and athletic trainer in the district must participate in instruction in the use of an AED and CPR and maintain their certification.^[2]

The AED units are owned by the district and shall be properly maintained **and tested**, and located in secure and accessible locations.

The district shall have an AED in a readily accessible location for students participating in interscholastic athletics and practices. Individuals trained in the use of an AED and CPR will be present during these times.^{[4][5]}

The AED units shall be used in accordance with approved district procedures.

GUIDELINES

A core team shall be trained in CPR and AED procedures by completing a training program offered by approved providers. Members of the team shall be provided opportunities for annual training and retraining.

The district shall make instruction in the use of an AED available to all its employees and volunteers at least once every two (2) years. The instruction is optional and shall be conducted by an approved provider that may be through the Internet or other electronic means.^[2]

Written guidelines for medical emergencies related to the use of AED units shall be provided to all **employees instructed in the use of an AED.**

{X} Responders' use of AED units shall not replace the care provided by emergency medical services (EMS) providers. Patient care shall be transferred to the EMS providers upon their arrival.

DELEGATION OF RESPONSIBILITY

The **Superintendent** or designee shall develop and disseminate administrative regulations that detail the use of AED units.

The Superintendent or designee shall annually, by June 30, report to the PA Department of Education detailing the number, condition, age, expiration date and placement of AEDs in each school building.^[6]

Footnotes

[1] 24 P.S. 1401

[2] 24 P.S. 1423.1

[3] 24 P.S. 1424

[4] 24 P.S. 1423.3

[5] Pol. 123
Policy Reference Open policy 

[6] 24 P.S. 1423.2

00004920

Philadelphia Regional Office, LUZERNE



26 Abate C/m/s

34

DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION

HE91VE3-7-5

March 27, 2026

Mark Chamberlain
28 Second Ave
Kingston, PA 18704

ent AS

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 18, 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



26 Abate C/m/5

34

**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

49NE1-4-35

May 1, 2026

Keith Collins
40 N Landon Ave
Kingston, PA 18704

entd8
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 10, 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

20005010

Philadelphia Regional Office, LUZERNE



26 Abate CMS

34

DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION

H9NE3-9-12

August 7, 2026

Richard K. Wilkens Sr
129 Dawes Ave
Kingston, PA 18704

ent 18
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 August 7, 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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of this 14th day of August 2026, by and between the **Wyoming Valley West School District**, 450 North Maple Avenue, Kingston, PA 18704 (“the Owner”) and **ICS Consulting, LLC DBA CMTA** (“the Professional”), with a principal place of business located at 1400 N. Providence Road, Bldg. 2, Suite 4045, Media, PA 19063. The parties, with the intent to be legally bound, agree as follows:

ARTICLE 1. THE PROJECT

1.1 Under this Agreement, the Professional shall perform and provide for the benefit of Owner work and services in connection with various projects (each referred to as a “Project”), as specified in a particular Individual Work Order.

1.2 Individual Work Orders: Each component of the Professional’s Services (“Services”) shall be authorized by the Owner under a separate Individual Work Order Form (“Work Order”), substantially in the form attached hereto as Exhibit “A”, which shall be negotiated and agreed upon in writing by the parties in advance of the commencement of and Services thereunder.

ARTICLE 2. THE PROFESSIONAL’S RESPONSIBILITY

2.1 The Professional accepts the relationship of trust and confidence established between the Professional and the Owner under this Agreement and agrees to perform the Services to a high degree of technical and professional skill and competence and in the most expeditious and economical manner consistent with the interests of the Owner.

2.2 The Professional shall treat information that it obtains through the performance of its contract in a confidential manner and shall not disclose such information to any third party unless required to do so by law or authorized in writing by the Owner. Additionally, the Professional will

cooperate with the Owner in providing records as the Owner determines necessary to comply with the Right to Know Law 65 P. S. §67.101 et seq..

ARTICLE 3. SERVICES OF THE PROFESSIONAL

3.1 The Professional shall perform the following services in connection with the Individual Work Order, referred to elsewhere in this Agreement as the “Services”:

3.1.1 Services: This Agreement shall encompass design services normally associated with Project including, but not limited to, written recommendations, reports, presentations, and opinion of probable construction cost.

3.2 The Professional shall perform the Services in accordance with this Agreement and any applicable laws, codes, ordinances, rules or regulations.

ARTICLE 4. TIME OF PERFORMANCE

4.1 The Professional shall perform the Services as set forth in each Work Order in a prompt and diligent manner in the best interests of the Owner and in such time as not to cause a delay in the progress or completion of any component of the project.

ARTICLE 5. THE PROFESSIONAL’S COMPENSATION

5.1 Each IWO will establish whether the Professional’s Compensation will be on a fixed fee basis or an hourly rate basis with a not to exceed limit.

5.1.1 Fixed Fee: The Owner will compensate the Professional a total amount payable for the reports and deliverables as stated in a Work Order approved under this Agreement.

5.1.2 Hourly Basis: The Owner will compensate the Professional on an hourly basis, plus expenses, as set forth in the Rate and Expense Schedule attached as Exhibit “B”; PROVIDED, HOWEVER, that the compensation due hereunder shall not exceed the limitation stated in each Work Order approved under this Agreement, unless the Owner specifically agrees otherwise in

writing.

5.2 The Professional shall submit monthly applications for payment, and the payment on each application shall be due not later than forty-five (45) days after the Owner's receipt and approval of the application. Upon the Owner's request, the Professional's delivery of its work product to the Owner, in a form usable by the Owner, shall be an express condition precedent upon the Owner's obligation to make payment therefor.

ARTICLE 6. MODIFICATION AND TERMINATION

6.1 This Agreement may be modified or amended only by a written document signed by the parties. The Professional's compensation and time of performance as set forth in each component Work Order shall be adjusted only if they are materially affected by such modification or amendment.

6.2 This Agreement, or the work on any component Work Order, may be terminated by either party for its convenience and without cause at any time upon thirty (30) days written notification. Upon termination, the Professional shall deliver all work products to the Owner, in a form usable by the Owner, and the Owner shall then, subject to the limitation stated in Article 5, make payment to the Professional for all Services rendered and expenses incurred by the Professional in good faith through the date of the termination.

ARTICLE 7. INSURANCE

7.1 The Professional represents and agrees that it has in effect and will maintain until completion and final acceptance of the Services required hereunder the following insurance from companies satisfactory to the Owner:

7.1.1 **Worker's or Workmen's Compensation Insurance,**

including: (a) Employer's Liability, in an amount not less than \$500,000 or such larger sum as may be required by the laws of the Commonwealth of Pennsylvania; and (b) All States endorsement;

7.1.2 **Commercial General Liability Insurance**, including coverage for, among other things, claims for bodily injury, sickness, disease or death of any person or damage to any property, including loss of use resulting therefrom, in an amount not less than \$2,000,000 combined limit. This coverage shall be on an "occurrence" basis.

7.1.3 **Automobile Liability Insurance**, including coverage for claims arising out of the ownership, maintenance or use of a motor vehicle, in an amount not less than \$1,000,000 combined limit.

7.1.4 **Professional Liability Insurance**, covering errors and omissions in services, in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.

7.2 Before commencing any Services, the Professional shall furnish a certificate, satisfactory to the Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, endorsements, dates of expiration and limits of liability thereunder, and further providing that the insurance will not be canceled until the expiration of at least thirty (30) days after written notice of such cancellation has been mailed to and received by the Owner. The Owner shall be named as additional insured under those policies of insurance identified in Paragraph 7.1.2.

ARTICLE 8. INDEMNIFICATION

8.1 Each Party ("Indemnifying Party") hereby agrees to defend (with counsel reasonably satisfactory to the Indemnitees hereunder), indemnify and save harmless the other Party (the "Indemnified Party"), its directors, administrators, officers, agents, servants and employees, and each of them (herein the "Indemnitees") from and against any and all liability, loss, claims, actions, damages, demands, loss of funding, and expenses (including, without limitation, fees of attorneys, investigators and experts) asserted against and/or suffered or incurred by any of the Indemnitees on account of any injury to persons (including death resulting therefrom) or damage to property arising out of or relating to the negligence or willful misconduct of the Indemnifying Party, its agents or employees, in the performance of any Services hereunder. The Indemnifying Party agrees that the foregoing agreement to defend, indemnify and hold harmless includes, without limitation, claims or actions asserted by the Indemnified Party's employees. The Indemnifying Party shall, at its own expense, defend any and all actions, against the Indemnified Party, legal, equitable or otherwise, which arise out of the negligence or willful misconduct of the Indemnifying Party, its agents or employees and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments arising therefrom. The Indemnifying Party agrees that the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Indemnifying Party under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9. USE OF PROFESSIONAL'S WORK PRODUCT

9.1 The original drawings and specifications are the property of the Professional; however, the Project for which the Drawings and Specifications have been developed is the property

of the Owner. Upon completion of the Project or any earlier termination of this Agreement under Article 6.2 hereof, the Professional shall furnish the Owner with duplicate reproductions of all Drawings and Specification prepared by the Professional for the Project and copies of the Professional's computer aided design ("CAD") files, as the Owner may reasonably require. All such reproductions may be used by the Owner without the Professional's permission for any proper purpose relating to the Project including, but not limited to, completion of, additions or modifications to and/or maintenance of the Project. It is understood and agreed that the Drawings and Specifications were prepared for, and hence are appropriate for use only in connection with, the construction of the Project. In the event the Owner proceeds with construction without the services of the Professional, the Owner agrees that its continued use of the Professional's work product including the Drawings and Specifications shall require it to engage the services of similarly licensed and credentialed professional. It is further agreed that its continued use of the Professional's work product without continuing the employ the services of the Professional shall not release the Professional of any errors or omissions in the Professional's work product but shall release the Professional from any and all claims, demands, suits or liabilities of any kind arising in connection with the Owner's modification, change or completion of the Professional's completed work product.

ARTICLE 10. MISCELLANEOUS

10.1 The Professional represents and warrants that it is fully qualified, licensed and/or lawfully authorized to perform the services required hereunder in the Commonwealth of Pennsylvania and agrees to maintain such status throughout its performance of the Services. All required seals on any design documents for the Project shall be affixed by the Professional's licensed and registered architects or engineers.

10.2 The Professional shall notify the Owner at least two (2) business days in advance of any data collection, testing or survey(s) performed on the Owner's property. Prior to agreeing to the Professional or any agent, employee, or subcontractor of the Professional coming onto the Owner's property, the Professional will provide the Owner with the following for the agent/employee/subcontractor:

- a. Pennsylvania and FBI criminal history reports which shall be no older than 60 months old at any time the agent/employee/subcontractor is present on the Owner's property;
- b. An official child abuse clearance from the Pennsylvania Department of Public Welfare pursuant to the Child Protective Services Act, 23 Pa. C.S. §6355, dated no earlier than 12 months prior to the date upon which it is presented to the Owner
- c. A complete, current PDE-6004 disclosure form.

10.3 If the Owner reasonably objects to the criminal history reports, child abuse clearance or PDE-6004 of any of the Professional's agents/employees/subcontractors, then the identified individual shall not be present on the Owner's property or otherwise perform services under this Agreement.

10.4 The Professional agrees that in the performance of services under this Agreement, the Professional will not discriminate persons on the basis of race, color, familial status, religious creed, ancestry, age, sex, sexual orientation, gender identity or expression, national origin, handicap, disability or use of guide or support animal.

10.4 The Professional shall not subcontract any of the work required hereunder without the Owner's prior written approval.

10.5 The Professional shall have the status of an independent contractor for the Services

under this Agreement.

10.6 This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

10.7 The term of this Agreement shall commence on the date hereof and shall continue until February 17, 2029. This Agreement will automatically be extended for additional twelve (12) month periods unless the services are terminated in accordance with Article 6.2.

10.8 ICS Consulting, LLC DBA CMTA reserves the right to replace Exhibit B-Professional Rates and Fee Schedule on an annual basis.

ARTICLE 11. DISPUTE RESOLUTION

11.1 All claims, disputes and other matters in question (collectively “Claims”) between the parties arising out of, or relating to, this Agreement or the breach thereof shall be resolved in the Court of Common Pleas of Luzerne County, Pennsylvania and ~~that~~ the Parties waive all rights to a trial by jury.

ARTICLE 12. AUTHORITY TO ACT FOR THE OWNER

12.1 A majority of the Board of School Directors of the Owner has the sole authority to act on behalf of the Owner with respect to matters creating or increasing any indebtedness or entering into any contract, including, without limitation, the: (a) execution and delivery of any modification or amendment to this Agreement, or increasing the limit stated in Article 5 for the Professional’s compensation; and (b) waiver or compromise of any right, claim or remedy of the Owner. In all other matters concerning the Agreement, the Owner designates Charles Suppon, as its representative, authorized to act on the District’s behalf with respect to the Agreement. The Owner may change its designated representative from time to time by written notice to the Professional.

IN WITNESS WHEREOF, the parties have executed this **PROFESSIONAL SERVICES AGREEMENT** on the dates indicated below.

WYOMING VALLEY WEST SCHOOL DISTRICT

Dated: _____

By: _____

Name: _____

Title: _____

ICS CONSULTING, LLC DBA CMTA

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBITS

A - INDIVIDUAL WORK ORDER FORM FOR WORK ORDERS, DETAILS, PROCEDURES AND FORMS, MASTER AGREEMENT FOR PROFESSIONAL SERVICES

B -- PROFESSIONAL'S CURRENT RATE AND EXPENSE SCHEDULE

EXHIBIT “A”
INDIVIDUAL WORK ORDER (“IWO”) FOR
FOR PROFESSIONAL SERVICES AGREEMENT

EXHIBIT ‘B’ – CURRENT RATE AND EXPENSE SCHEDULE (2026)

Hourly Billing Rate Schedule	
Construction Executive	\$205/hr
Project Director	\$190/hr
Safety Director	\$130/hr
Senior Project Manager	\$190/hr
Project Manager	\$165/hr
General Superintendent	\$180/hr
Site Superintendent	\$130/hr
Project/Field Engineer	\$130/hr
Administrative Services	\$72/hr
Other General Conditions Required for Project	TBD
Travel & Lodging Expenses	Cost + 10%
Printing Services	Cost + 10%
Overnight, Express Mail & Courier Services	Cost + 10%
Sub-consultants	Cost + 10%

EXHIBIT "A"

INDIVIDUAL WORK ORDER ("IWO") FOR FOR PROFESSIONAL SERVICES AGREEMENT

This Individual Work Order No. 1 is being issued on the 14th day of August 2026, by and between **Wyoming Valley West School District** (hereinafter called "the District.") and **ICS Consulting, LLC DBA CMTA** (hereinafter called "Professional").

All terms, requirements, conditions and considerations of the Professional Services Agreement executed between the District and the Professional on the 14th day of August 2026, are hereby referenced and made a part hereof as if attached.

1. Reference Information and Scope of Work:

This proposal is provided at the request of the District. We are pleased to offer this proposal to provide project and construction management and site services for the renovation project at the Third Avenue Elementary School. **Civil engineering is excluded from this proposal, District has retained the services of Barry Isett & Associates, Inc. (BIA) under a separate contract. Architectural design services, as well as structural, mechanical, electrical and plumbing engineering, are excluded as well, and will be under a separate contract with Alloy5 Architecture.**

We understand the scope of the project to be as follows:

The Third Avenue Elementary Renovations project concept scope is based on an estimated 25,000 square feet of renovations and includes general construction, mechanical, electrical, plumbing, and site improvements. The scope below summarizes the project concept budget items to be incorporated into this IWO for bidding, construction administration, and related professional services.

The Project consists of the planning, bidding, construction management, and closeout services associated with the renovation of Third Avenue Elementary School to repurpose the current building as an Alternative Learning Center. The project concept budget anticipates an approximate range of **\$7,402,720 to \$8,852,786** in construction improvements encompassing architectural, structural, mechanical, electrical, plumbing, and site infrastructure renovations intended to modernize the facility, improve instructional environments, address deferred maintenance, enhance accessibility and security, and improve building systems reliability and operational efficiency.

General Construction:

1. Provide interior renovations to accommodate the following:
 - 1.1. Eleven (11) Autism / Emotional Support Classrooms
 - 1.2. Therapy Rooms
 - 1.3. Administrative Offices and Conference Rooms
 - 1.4. De-Escalation Spaces
 - 1.5. Faculty Room
 - 1.6. Sensory Room

EXHIBIT "A"

2. Security Upgrades
 - 2.1. Controlled / Secured Main Entrance Vestibule
 - 2.2. Additional Security Systems (Access Controls, Security Cameras, etc.)
3. Code Compliance
 - 3.1. Update existing Toilet Rooms to meet current ADA Standards
 - 3.2. Upgrade Life Safety Equipment to meet current Building Codes
 - 3.3. Modifications to existing Classroom Entrances to comply with current ADA Standards
 - 3.4. Fire Rating upgrades to meet current Building Codes

Mechanical Construction:

1. Upgrade Mechanical Equipment to improve Indoor Air Quality
2. Replace existing Unit Ventilators with new Unit Ventilators providing Air Conditioning
3. Install new Roof Top Heating / Air Conditioning Unit for Multi-Purpose Room
4. Repair and/or replace existing deteriorated Steam Piping (evaluate converting to hot water)
5. Provide new Building Management Controls

Electrical Construction:

1. General Electrical and Data required for Renovations
2. Provide new LED Lighting
3. Upgrade Electric Service and Switchgear for new capacities
4. New Power Distribution for new equipment
5. New Fire Alarm System
6. New Emergency Generator and Transfer Switches

Plumbing Construction:

1. Fixtures and piping for Toilet Room Renovations
2. Repair/Replace existing Sanitary Sewer Piping
3. Repair/Replace existing Domestic Water Piping
4. Replace existing Sump Pumps
5. Replace existing Drinking Fountains

Site Construction:

1. General Site Circulation and Wayfinding Improvements
2. Paving Improvements
3. Storm Water Drainage Improvements
4. Provide New Playgrounds and Equipment

Conceptual Construction Budget:

The following is a Conceptual Construction Budget based on the above scope; this Construction

EXHIBIT “A”

Budget does not include Soft Costs (See Attachment 1: Concept Budget for Additional Project Costs and breakdown of the Construction Budget):

Item	Budget (aggressive)	Budget (conservative)
Scope 1: General Construction	\$2,875,000	\$3,175,000
Scope 2: Mechanical Construction	\$1,450,000	\$1,700,000
Scope 3: Electrical Construction	\$1,425,000	\$1,600,000
Scope 4: Plumbing Construction	\$348,000	\$348,000
Scope 5: Site Construction	\$1,020,000	\$1,020,000
Anticipated Construction Escalation Contingency	\$0	\$392,150
Estimating/Design Contingency	\$284,720	\$617,636
Grand Total Estimated Construction Cost	\$7,402,720	\$8,852,786

2. Services and Deliverables:

The required scope of services to be performed by the Professional include the following services:

Project and Construction Management Services:

1. Manage Bid Process including conducting Prebid Meeting.
2. Addenda – answer RFI’s during bidding process, update plans and specifications as needed as addenda to the bid documents.
3. Bid Review – Professional will evaluate and comment on Contractor Bids as needed.
4. Construction Meetings – Professional will manage the preconstruction meeting and interim construction progress meetings as required.
5. Submittal Reviews – Review of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals furnished pursuant to the Contract Documents, evaluate the conformance and consistency of the submittals to the design and construction concept as expressed in the Contract Documents and render approval or rejection within reasonable time frames agreed to by the Team.
6. RFI Responses – Respond to Request for Information within reasonable time frames agreed to by the Team. Issues narratives, instructions, drawings and/or sketches as required to respond to the Request for Information.
7. ASIs – We will prepare Supplemental Instructions as needed throughout construction.
8. Change Order Reviews – Professional will review and provide recommendation of all change order requests submitted by the Construction Team.
9. Observation Reports - We will prepare observations reports as part of any on-site visits.
10. Punch List - Site review to observe whether there are additional items which need to be on the punch list submitted by the Construction Team of items to be completed or corrected.

Construction Phase On-Site Services:

1. Site supervision, as required and agreed upon with the Owner before construction phase.
2. Estimated in Attachment 1: Concept Budget based on:
 - a. Phase 1 – fulltime supervision for 6-month duration

EXHIBIT "A"

b. Phase 2 – parttime supervision for 3-month duration

3. Completion Dates and Milestones:

1. The DRAFT milestone schedule is as follows:

	Start	Finish
(1) Board approval of proposal	-----	12AUG26
(2) District executes IWO	-----	12AUG26
(3) Design Submissions SD/DD/CD	12AUG26	20NOV26
(4) Bidding, Addenda, Bid Review	1DEC26	12JAN27
(5) Board Approval to Award Contract	-----	26JAN27
(6) Procurement (Estimated at 32 weeks)	26JAN27	07SEP27
(7A) Construction (Phase 1)	14JUN27	15OCT27
(8A) Project Closeout (Phase 1)	18OCT27	05NOV27
(7B) Construction (Phase 2)*	15JUN28	31AUG28
(8B) Project Closeout (Phase 2)*	31AUG28	31OCT28

**Dates for Phase 2 construction will depend on school calendar start and end dates.*

4. Compensation and Costs:

The Professional Fees for this project are based on percentages of the Total Estimated Construction Cost (aggressive) for this project in the amount of \$7,402,720. Refer to Attachment 1.

Professional Fees are as follows (to be adjusted based on Design Development (DD) Phase estimate for Construction Costs – the below fee for Project and Construction Management is a not to exceed fee and could be adjusted down if the DD Phase budget is lower):

Project and Construction Management Fee 2.5%	\$ 185,068
Total Fee	\$ 185,068

Construction Phase On-Site Services – Phase 1 & 2 Fees are estimated to be \$247,138. These services for on-site supervision will be agreed upon with the Owner before the construction phase and are not included as a fee with this IWO.

As negotiated and agreed, this Individual Work Order has been executed and delivered as of the date previously set forth:

ICS Consulting, LLC DBA CMTA

Wyoming Valley West School District

NAME

NAME

TITLE

TITLE

DATE

DATE

August 14, 2026

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

Re: Third Ave Elementary School Renovation

Dear Dr. Suppon,

Thank you for the opportunity to submit a proposal for design services for the renovations to Third Avenue Elementary School, located at 450 North Maple Avenue, Kingston, PA 18704, for the Wyoming Valley West School District.

The scope of work outlined below was developed based on our planning meetings and site walk-throughs and reflects our understanding of the project requirements.

Scope of Work:

The Third Avenue Elementary Renovations project concept scope is based on an estimated 25,000 square feet of renovations and includes general construction, mechanical, electrical, plumbing, and site improvements. The scope below summarizes the project concept budget items to be incorporated into this IWO for design, bidding, construction administration, and related professional services.

The Project consists of the planning, design, bidding, construction management, and closeout services associated with the renovation of Third Avenue Elementary School to repurpose the current building as an Alternative Learning Center. The project concept budget anticipates an approximate range of **\$7,402,720 to \$8,852,786** in construction improvements encompassing architectural, structural, mechanical, electrical, plumbing, and site infrastructure renovations intended to modernize the facility, improve instructional environments, address deferred maintenance, enhance accessibility and security, and improve building systems reliability and operational efficiency.

General Construction:

Provide interior renovations to accommodate the following:

1. Eleven (11) Autism / Emotional Support Classrooms
2. Therapy Rooms
3. Administrative Offices and Conference Rooms
4. De-Escalation Spaces
5. Faculty Room
6. Sensory Room

Security Upgrades

7. Controlled / Secured Main Entrance Vestibule
8. Additional Security Systems (Access Controls, Security Cameras, etc.)

Code Compliance

9. Update existing Toilet Rooms to meet current ADA Standards
10. Upgrade Life Safety Equipment to meet current Building Codes
11. Modifications to existing Classroom Entrances to comply with current ADA Standards
12. Fire Rating upgrades to meet current Building Codes

Mechanical Construction:

1. Upgrade Mechanical Equipment to improve Indoor Air Quality
2. Replace existing Unit Ventilators with new Unit Ventilators providing Air Conditioning
3. Install new Roof Top Heating / Air Conditioning Unit for Multi-Purpose Room
4. Repair and/or replace existing deteriorated Steam Piping (evaluate converting to hot water)
5. Provide new Building Management Controls

Electrical Construction:

1. General Electrical and Data required for Renovations
2. Provide new LED Lighting
3. Upgrade Electric Service and Switchgear for new capacities
4. New Power Distribution for new equipment
5. New Fire Alarm System
6. New Emergency Generator and Transfer Switches

Plumbing Construction:

1. Fixtures and piping for Toilet Room Renovations
2. Repair/Replace existing Sanitary Sewer Piping
3. Repair/Replace existing Domestic Water Piping
4. Replace existing Sump Pumps
5. Replace existing Drinking Fountains

Site Construction:

1. General Site Circulation and Wayfinding Improvements
2. Paving Improvements
3. Storm Water Drainage Improvements

4. Provide New Playgrounds and Equipment

Conceptual Construction Budget:

The following is a Conceptual Construction Budget based on the above scope; this Construction Budget does not include Soft Costs:

Item	Budget (aggressive)	Budget (conservative)
Scope 1: General Construction	\$2,875,000	\$3,175,000
Scope 2: Mechanical Construction	\$1,450,000	\$1,700,000
Scope 3: Electrical Construction	\$1,425,000	\$1,600,000
Scope 4: Plumbing Construction	\$348,000	\$348,000
Scope 5: Site Construction	\$1,020,000	\$1,020,000
Anticipated Construction Escalation Contingency	\$0	\$392,150
Estimating/Design Contingency	\$284,720	\$617,636
Grand Total Estimated Construction Cost	\$7,402,720	\$8,852,786

Compensation: (Architecture + Structural, Mechanical, Electrical, Plumbing, Fire Protection Engineering)

The Professional Fees for this project are based on percentages of the Total Estimated Construction Cost (aggressive) for this project in the amount of \$7,402,720. Refer to Attachment 1.

Professional Fees are as follows (to be adjusted based on Design Development Phase estimate for Construction Costs):

Design Fee 5.9% (per RFP response)

\$ 436,760

Reimbursables

Reimbursable Expenses for travel, printing, and duplication of documents for normal coordination during architectural phases. The owner/contractor will provide copies of all materials to be submitted for Agency Approvals

General

It is assumed that standard documents: AIA Document B101 – 2017 – Standard Form of Agreement Between Owner and Architect; and AIA Document B201 – 2017 – Standard Form of Architect's Services, will be executed in conjunction with this proposal. Any reference to Arbitration in the AIA documents shall be deleted and those documents shall state that all disputes shall be resolved in the Court of Common Pleas of Luzerne County, Pennsylvania and that the Parties waive all rights to a trial by jury. Thank you again for considering us for this project.

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

Yours truly,

Randy Galiotto, AIA
CEO

Client Acceptance of Proposal

By signing below, you acknowledge to have read and accept the terms and conditions of this proposal.

Client Name (printed): _____

Client Signature: _____ Date: _____

Services Included / Basic Services Included:

- **Basic Services during the Schematic Design Phase include (20% of fee):**
 - Architectural documentation to include floor plans illustrating proposed layout and scope
 - Development of architectural and MEP reconfigurations based on Owner's sketch layout
 - Develop and provide background drawings/Revit model to consultants for coordination purposes.
 - Provide Architectural and MEPFF site survey to document and verify existing conditions.
 - Review all applicable codes related to architectural work.
- **Basic Services during Design Development Phase include (30% of fee):**
 - Further develop and provide background drawings/Revit model to consultants for coordination purposes.
 - Conduct two meetings with Owner and design team to review layout and systems.
 - Coordinate existing conditions with new work and consultants and owner.
 - Review all applicable codes related to architectural work.
 - Design Development drawing approval and sign-off is requested prior to the Construction Document Phase
- **Basic Services during the Contract Documents Phase include (40% of fee):**
 - Architectural design and documentation consisting of drawings, drawing notes and information which set forth in detail the Architectural requirements of the project.
 - Documentation of developed design to provide construction and permit drawings.
 - Continued coordination between design team.
- **Basic Services during the Bid Phase include (2% of Fee):**
 - Attend pre-bid meetings with all prime contractors.
 - Answer all contractor questions during the bidding period.
 - Analyze all bids received and provide recommendations to owner on alternate bids.
 - Author, in partnership with Districts CM and Solicitor, all agreements for construction.

▪ **Basic Limited Construction Administration services (8% of Fee):**

- Review and appropriate action on shop drawings, samples, product data, and other submittals made by contractor(s).
- Site visits during construction, answers to contractor questions on detailing, supplemental information.
- Substantial completion punch list

Other Basic Services included (as a result of District solicitor negotiations):

- Programming assistance
- Architectural interior design
- Conformed documents for construction
- Detailed cost estimating beyond that discussed in the engagement letter

The following services are not included:

- Civil Engineering
- Coordination of Inspections
- Specialty Equipment design
- Local municipality approval fee and/or permit charges, including printing.
- State or local zoning or building code variance fees and/or expense for coordination thereof, required for approval of Owner's requested site or building layout.
- Laboratory tests
- Special inspections
- Normal reimbursable expenses, such as travel, overnight mail service.
- Duplication of drawings and specifications in excess of that required for architect's normal coordination.
- Revisions to Approved Drawings beyond that required for normal coordination.
- If the bids exceed the Conservative Budget the Architect shall include in Basic Services, at no additional cost to the District, all services necessary to redesign the project to achieve bidding results that do not exceed the Conservative Budget.

Other clarifications

A certificate of Insurance naming the District as an additional named insured shall be provided to the District at the commencement of work on the Project.

Supplemental Services

The services listed below are not included in Basic Services but may be required for the Project.

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 (Architect, Owner, or not provided)
§ 5.1 Intentionally deleted – included in Basic	
§ 5.2 Multiple preliminary designs	Architect
§ 5.3 Measured drawings	Architect
§ 5.4 Existing facilities surveys	Architect
§ 5.5 Site evaluation and planning	Not Provided
§ 5.6 Building Information Model management responsibilities	Not Provided
§ 5.7 Development of Building Information Models for post construction use	Not Provided
§ 5.8 Civil engineering	Not Provided
§ 5.9 Landscape design	Not Provided
§ 5.10 Intentionally deleted – included in Basic	
§ 5.11 Value analysis	Not Provided
§ 5.12 Intentionally deleted – included in Basic	
§ 5.13 On-site project representation	Architect - Limited
§ 5.14 Intentionally deleted – included in Basic	
§ 5.15 As-designed record drawings	Not Provided
§ 5.16 As-constructed record drawings	Not Provided
§ 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 Owner's consultants	Architect
§ 5.21 Telecommunications/data design	Architect
§ 5.22 Security evaluation and planning	Architect - Limited
§ 5.23 Commissioning	Not Provided
§ 5.24 Sustainable Project Services	Not Provided
§ 5.25 Fast-track design services	Not Provided
§ 5.26 Multiple bid packages unless the multiple bid packages are the result of bids exceeding the Conservative Budget.	Architect
§ 5.27 Historic preservation	N/A
§ 5.28 Furniture, furnishings, and equipment design	Architect
§ 5.29 Other services provided by specialty Consultants	Not Provided
§ 5.30 Other Supplemental Services	N/A

Billing Rates Effective January 2026:

Principal	253.00
Senior Project Architect	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

Compensation and Payments:

1. Terms: Billing shall be monthly with terms of net 30 days.
2. Additional Services: At the request of the Owner, the Architect shall provide services not included herein for additional compensation. Additional services will be billed hourly at the rates provided herein.

DAKTRONICS ORDER AGREEMENT # 901243-1-1

Wyoming Valley West High School
 Matthew Wincek
 150 Wadham St
 Plymouth, PA USA 18651
 Phone: (570)362-2771
 Fax:
 Email: mwincek@wwwsd.org

21/Aug/2026
 Valid for: 30 days
 Terms: Net 30 days from shipment with
 Purchase Order
 Subject to Credit Review
 FCA: DESTINATION
 Delivery: Call for Production Time

Reference: Softball Scoreboard

Item No.	Model	Description	Qty	Price
1	BA-2518-A-PV-F	PanaView® Baseball/Softball Scoreboard; Scoreboard Color: Maroon (11569); Caption Color: White (7725-10); Border Stripe Color: Sunflower (7725-25) Cabinet Dimensions: 4' 0" H X 9' 0" W X 0' 8" D (Approx. Dimensions) Digit Type: PANAVIEW Digit Color: AMBER Max Power: 150 watts/display Weight: Unpackaged 96 lbs per display; Packaged 141 lbs per display	1	\$6,918.00
	Team Name Outdoor	Team Name Caption in place of HOME caption; Name: SPARTANS	1	
	RC-200 Handheld Controller Kit	Charger, Case and Inserts Included	1	
	RC-200 Scoreboard Receiver Kit	RC-200 Receiver (Base Station)	1	
	All Sport® MX-1 Mobile Scoring Kit powered by All Sport® Lite App with Outdoor Enclosure	All Sport® MX-1 Mobile Scoring Kit powered by All Sport® Lite App and Gen VI Radio Transmitter. Includes Outdoor Enclosure	1	
	Radio Receiver	Frequency of 2.4 GHz	1	
	Y-HARNESS FOR DUAL RADIOS - W-2914	HARNESS; DUAL RADIO, 6P MINI M TO 2 6P MINI F	1	
	I-Beam Mounting Hardware (A)	For 2 I-Beams	1	
	System Startup	Final Commissioning of Equipment	1	
2	Outdoor Non-Backlit 2' 6" x 9' 0" Horizontal	Ad Panel, Above or Below Display Cabinet Dimensions: 2' 6" H X 9' 0" W X 0' 8" D Weight: Packaged 72 lbs per display	1	\$1,099.00
3	FREIGHT	Shipping to site via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving & unloading truck upon delivery.	1	\$815.00
4	Physical Installation	See attachment A.	1	\$11,000.00

DAKTRONICS ORDER AGREEMENT # 901243-1-1

Services

5 G5C5-W

Five (5) Year Parts Only - Includes Customer
Care Level 3

1

Total Price Excluding Applicable Tax:

\$19,832.00

Please reference listed sales literature: DD1739303 for BA-2518-A-PV-F, DD3715714 for RC-200 Handheld Controller Kit, DD3888368 for All Sport® MX-1 Mobile Scoring Kit powered by All Sport® Lite App with Outdoor Enclosure, DD5454486 for G5C5-W, SL-04370 for Radio Receiver

Please reference listed shop drawings: DWG-03899921 for All Sport® MX-1 Mobile Scoring Kit powered by All Sport® Lite App with Outdoor Enclosure

DAKTRONICS ORDER AGREEMENT # 901243-1-1

Notes: Due to the current uncertainty regarding the status of tariffs, prices exclude tariffs imposed after May 29, 2025. In the event Daktronics' total cost for equipment, materials, or components required to perform the work increases due, directly or indirectly, to tariffs that are implemented after May 29, 2025, Daktronics reserves the right to an equitable adjustment to the purchase price

Exclusions:

- Structure
- Power
- Engineering Certification
- Labor to Pull Signal Cable
- Taxes
- Front End Equipment
- Foundation
- Hoist
- Signal Conduit
- Applicable Permits
- Electrical Switch Gear or Distribution Equipment

Unless expressly stated otherwise in this Order Agreement # 901243-1 Rev 1 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to Daktronics' graphic file standards, at the time of order. Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.



Joe Godri
PHONE: (610)-310-5596
FAX:
EMAIL: Joe.Godri@daktronics.com



Peter Reifenrath
PHONE:
FAX: 605-697-4700
EMAIL: Peter.Reifenrath@daktronics.com

Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

Limited Warranty and Extended Service Terms and Conditions (www.daktronics.com/DD5459759)

SL-02375 Standard Terms and Conditions of Sale (www.daktronics.com/terms_conditions/SL-02375.pdf)

SL-07862 Software License Agreement (www.daktronics.com/terms_conditions/SL-07862.pdf)

Additional Links:

Customer Care Level 3, Parts Coverage, No Daktronics Labor Coverage (www.daktronics.com/DD5454486)

Acceptance:

The parties acknowledge and agree that the agreement (the "Agreement") is comprised of the terms and conditions contained within this order agreement and any attachments thereto, along with the documents at the website addresses above. Purchaser hereby agrees to purchase the equipment as defined in the Agreement. Purchaser acknowledges having had the opportunity and means to review the Agreement. The Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement. The Undersigned has actual authority to execute this document and Daktronics is relying on such authority. Purchaser acknowledges and agrees to the above, as evidenced by its attestation below.

Customer Signature

Date

Print Name/Title

PO number for invoicing purpose only

DAKTRONICS ORDER AGREEMENT # 901243-1-1 MAIN

ATTACHMENT A

CUSTOMER RESPONSIBILITIES

General

- 1) Secure necessary sign permits, as required, for each respective Equipment location(s); Main Scoreboard
- 2) Secure necessary construction permits, as required, for each respective Equipment location(s); Main Scoreboard
- 3) Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work for each respective Equipment location is; Main Scoreboard
- 4) Mark location of the new Equipment as delineated in the quote for each respective Equipment location(s); Main Scoreboard
- 5) All landscaping restoration, as required
- 6) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work

Structures

- 1) Paint existing support structure(s) after existing Equipment has been removed for the following Equipment location(s); Main Scoreboard

Electrical & Data

- 1) Provide primary power to the demarcation point (reference clarifications below) per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on available site power and all associated loads for the new Equipment for each respective Equipment location; Main Scoreboard
- 2) Provide electrical panel board with all associated breakers per all applicable electrical codes and regulations. Actual primary power requirements, with over current protection, shall be based on associated loads for the new Equipment for each respective Equipment location; Main Scoreboard

Product/Equipment

- 1) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation for each respective Equipment location(s); Main Scoreboard

DAKTRONICS RESPONSIBILITIES

General

- 1) Removal and disposal of existing Equipment for each of these Equipment location(s); Main Scoreboard

Structures

- 1) Not applicable

Electrical & Data

- 1) Provide secondary power conduits, conductors and power hook-up from demarcation point (reference clarifications below) to all Daktronics supplied load centers/termination panel at/within the Equipment per all applicable electrical codes and regulations for each respective Equipment location; Main Scoreboard

Product/Equipment

- 1) Accept, lift, unload, and inspect all Equipment from carrier for each respective Equipment location(s); Main Scoreboard
- 2) Lift and mount Equipment listed in this quotation for each respective Equipment location(s); Main Scoreboard

QUALIFICATIONS/CLARIFICATIONS

- 1) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation for each respective Equipment location(s); Main Scoreboard
- 2) **Electrical Demarcation:** For all Equipment locations is five (5) feet off grade on structure
- 3) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (cranes, lifts, trucks, concrete trucks, etc.) are expected to have access directly to the scoreboard/structure location. No concrete pumping, concrete buggies, or crane picks over 10' distance from scoreboard structure are included
- 4) **Existing Conduit:** Costs to repair or replace damaged or obstructed conduit have not been included in this quote
- 5) **Project Scope:** Installation pricing may not comply with all bid specifications, divisions, or drawings. Installation pricing is based on the tasks identified above. Any change or addition to the tasks or descriptions may result in additional costs
- 6) **Damages and Wages:** Liquidated damages, prevailing wages, certified payroll or union labor have not been included in the installation pricing
- 7) **Exterior Equipment:** The bottom of the Equipment will be placed at an elevation of ten (10) feet above grade
- 8) **Building Penetrations:** Customer to provide all required building (wall/roof) penetrations for the installation of Daktronics provided wireless/radio components (external antennas, remote wireless access points, etc.) at the control location. Mount Daktronics provided wireless/radio components to the building in accordance with manufacturers recommendations. Building penetration location shall provide clear line-of-sight to the Equipment. Provide all conduit, with pull string, from control location equipment to the building penetration location



Scoreboard Type

BA-2518-A Maroon 70-3856471-C (11569)
1" Stripe Sunflower Yellow 7725-25

BTM: Aluminum Non-Backlit

Panel - 30" x 108" x 8.125"

Painted Painted Maroon 70-3856471-C (11569)

**** BLANK NO COPY ****

@1

Graphic Panel(s) Approval
(scoreboard for visual only)



APPROVED

Signature

Stacy Kyei

Designer



PLACEMENT AGREEMENT

This agreement is made between the Wyoming Valley West School District, of 450 North Maple Avenue, Kingston, Pennsylvania 18704 ("WVWSD"), and the Crestwood School District, of 281 South Mountain Boulevard, Mountain Top, Pennsylvania 18707 ("LEA"), a local educational agency responsible for the provision of a free appropriate public education to the following child with a disability: _____ ("Student"). Intending to become legally bound hereby, the parties agree as follows:

1. WVWSD shall provide to the Student such special and regular education and related services as are described in the Individualized Educational Program ("IEP"), dated November __, 2025, and any revisions thereto that do not increase the level or frequency of such special education or such related services, provided, however, that the provision of any one-on-one instructional aide, health care aide, personal care assistant, or nurse shall remain entirely the responsibility of the LEA during the term of this agreement. Upon receipt of written notification from WVWSD that the placement, program, or services provided in accordance with this agreement are no longer appropriate for the Student, the LEA shall promptly follow such procedures as are required by law to change the placement of the Student, provided, however, that WVWSD will continue implementing the special and regular education and related services required under this agreement pending completion of proceedings under Section 615 of the Individuals with Disabilities Education Act, 20 U.S.C. § 1415, or any successor thereto. WVWSD shall implement all special and regular education and related services provided under the terms of this agreement in accordance with the regular school term calendar adopted by its Board of School Directors, subject to such holidays, inclement weather closings, public emergencies, and labor-related work stoppages as affect that calendar.

2. For the special and regular education and related services to which WVWSD has committed in this agreement, the LEA shall pay to WVWSD the sum of forty-eight thousand eight hundred and four dollars (\$48,804.00) for each full school term, prorated on a per diem basis for any partial school term and payable as follows (select one payment option):

- ☐ one lump sum due within thirty days of approval of placement of the Student, and thereafter on or before the first day of the school term;
- ☐ two equal installments, the first due within thirty days of placement of the Student, and thereafter on or before the first day of the school term, the second due five months after the first;
- ☐ equal monthly installments, each due by the conclusion of each month of placement.

In the event that WVWSD continues provision of education and related services pending completion of proceedings in accordance with paragraph 1 of this agreement, payments shall be made during any such proceedings in equal monthly installments, with each installment due by the conclusion of each month of ongoing placement.

3. In the event that any revision to the IEP identified in paragraph 1 of this agreement results in an increase in, or the addition of, special education or related services for the Student, WVWSD reserves the right to charge, and the LEA shall pay if so charged, the following additional hourly

amounts, prorated in hourly (sixty-minute) increments: one hundred and twenty-three dollars (\$123.00) for each hour of speech and language therapy; one hundred and ninety-four dollars (\$194.00) for each hour of vision therapy; one hundred and seventeen dollars (\$117.00) for each hour of occupational therapy; and one hundred and thirty six dollars (\$136.00) for each hour of social work services. The addition of any other services shall be entirely the responsibility of the LEA, at its expense.

4. Nothing in this agreement shall be deemed to constitute an acknowledgement on the part of WVWSD, or a representation by WVWSD to the LEA, to the Student, to the parents of the Student, or to any other third party, that the special or regular education, the related services, or the placement provided in accordance with paragraph 1 of this agreement are, in whole or in any part, a free appropriate public education for the Student, within the meaning of state or federal law. The LEA shall remain, for all purposes, the agency responsible to the Student, to the parents of the Student, and to any state or federal agency under all applicable laws governing or related to the provision of public education to the Student.

5. This agreement shall remain in full force and effect from year to year until terminated by written notice provided by the terminating party to the other at least thirty days prior to the date of termination, provided, however, that the provisions of paragraphs 1 and 2 of this agreement, governing the obligations of the parties pending the completion of legal proceedings between the parents of the Student and the LEA, shall apply equally to termination of this agreement in accordance with this paragraph.

6. This agreement constitutes the entire agreement between the parties concerning the subject matter to which expressly or implicitly pertains. It supersedes and rescinds all prior or contemporaneous agreements between the parties, written or oral, concerning such subject matter and can be modified or amended only in writing signed by the authorized representatives of each party.

ATTEST:

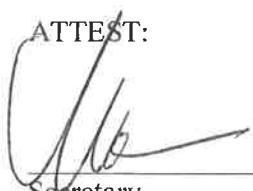
Wyoming Valley West School District

Secretary

By: _____
Board President

ATTEST:

Crestwood School District



Secretary

By: 

Board President

DELAWARE VALLEY UNIVERSITY
DOYLESTOWN, PA
WYOMING VALLEY WEST SCHOOL DISTRICT
AFFILIATION AGREEMENT

This Agreement is made this day of , between Delaware Valley University (hereinafter referred to as "the University"), an independent university located at 700 E Butler Ave., Doylestown, PA, 18901 and the Wyoming Valley West School District located at 450 North Maple Avenue, Kingston, PA 18704 ("hereinafter called the WVWSD"). The parties intend to be legally bound to the following terms:

I. Duties and Responsibilities of the University

- a. Selection of Administrative I Candidates. The University shall be responsible for the selection of qualified teacher candidates to participate in the practicum experience. Selected teacher candidates must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the WVWSD. Teacher candidates will have current clearances as required by PDE and as otherwise required by the law and will have met all other criteria necessary to attain the PDE Administrative I certification.
- b. Education of Administrative I Candidates. The University shall assume full responsibility for the classroom education of its administrative candidates. The University shall be responsible for the administration of the program, the curriculum content, and the requirements for matriculation, grading, and graduation.
- c. Submission of Candidates. The University shall submit the names of the administrative candidates to WVWSD or a designated representative at least four (4) weeks prior to the practicum assignment or according to the School District policy.
- d. Advising administrative candidates of rights and responsibilities. The University will be responsible for advising the administrative candidate of his or her own responsibilities under this Agreement. The administrative candidate shall be advised of his or her obligation to abide by the policies and procedures of the WVWSD, should any teacher candidate fail to abide by any policy and/or procedure, he or she may be removed from the practicum experience.
- e. Insurance. Administrative candidates participating in all educational field experiences are covered under the General Liability section of the University insurance policy.
- f. Background Clearances. University shall ensure that University, University's employees, subcontractors enlisted by University, including employees of said subcontractors, University students assigned to the WVWSD, and any other individuals providing any services under this Agreement, **who may in any manner come in direct contact with students, shall have appropriate employment clearances completed prior to the performance of any work under this Agreement.** The following clearances are required and information on how to obtain these clearances can be found on the WVWSD website: 1) State Police Criminal Background Clearance; 2) FBI Federal Criminal Background Clearance; 3) Pennsylvania Child Abuse History Clearance; 4) PDE Form 6004; 5) Act 168 Employment History Form(s); and 6) Health Form with TB Test Results. University agrees to bear any and all

costs associated with acquiring the required employment clearances. University shall make copies of the clearances and other forms available to WVWSD prior to the commencement of any services provided by university and/or said individuals' presence on WVWSD premises. Such clearances must be less than one year old and University agrees that the failure by university to perform or enforce any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling WVWSD to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

University shall notify WVWSD immediately upon becoming aware that any of its students who previously were certified as completing the background clearance, and as meeting the statutory standards, are subsequently arrested or convicted of any disqualifying offense under State or federal law. Failure by University to notify WVWSD of such an arrest or conviction within seventy-two (72) hours of University's knowledge of such arrest or conviction shall constitute grounds for immediate termination of this Agreement by WVWSD.

- g. Confidentiality of Information. It is understood and agreed that during the course of work under this Agreement, University and/or students assigned by the University to the WVWSD may become aware of confidential information about the WVWSD, including but not limited to information regarding a WVWSD employee, information about a WVWSD student, information from a student's educational or medical records, software and computer programs, and knowledge, skills, and abilities of personnel. It is understood that University and/or students assigned by the University to the WVWSD may also become aware of similar confidential information belonging to WVWSD and/or WVWSD clients. It is understood and agreed that all such information is considered to be confidential and privileged under the terms and conditions of this Agreement and cannot be disclosed for any reason. If University and/or students assigned by the University to the WVWSD uses, discloses, copies, removes, shares (either verbally, physically, or electronically) confidential information in any way that is determined by the WVWSD to be improper or non-work related in any manner, University will be held liable. It is agreed by both parties that any such disclosure is grounds for immediate termination of this Agreement.

II. Duties and Responsibilities of the WVWSD

- a. Establishment of Practicum. WVWSD authorizes the use of its facilities as may be agreed upon by WVWSD and the University as a practicum center. This practicum is for administrative candidates enrolled in the University's PDE Administrative Certification Programs. This practicum is required and authorized by law.
- Policies of the WVWSD. The University will review with each administrative candidate, prior to the assignment, all applicable policies, codes, or confidentiality issues related to the experience. WVWSD will provide the University with all applicable information at least two (2) weeks in advance of the teacher candidate's participation.
- b. Administration. WVWSD will have sole authority and control over all aspects of student services. WVWSD will be responsible for and retain control over the organization and operation of its programs.
- c. Removal of Noncompliant Administrative Candidate. WVWSD shall have the authority to immediately remove a administrative candidate who fails to comply with its policies and

procedures. If such a removal occurs, the WVWSD will immediately contact the University's Education Department Director and/or the Dean of the Graduate School.

- d. Designation of Representative(s). The WVWSD will designate a person(s) to serve as liaison(s) between the parties who will meet periodically with representatives of the University in order to discuss, plan, and evaluate the experience of the administrative candidate(s).
- f. Supervision of Administrative Candidates. Delaware Valley University shall provide a practicum site supervisor who will supervise administrative candidate activities during the practicum.
- g. Reporting Administrative Candidate Progress. Administrative candidate evaluations will be completed by a supervisor employed by the University. WVWSD will not be responsible for any administrative candidate observations or evaluations.
- h. Student Records. WVWSD shall protect the confidentiality of administrative candidate records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the administrative candidate unless required to do so by law or by the terms of this Agreement.

III. Mutual Terms and Conditions

- a. Number of Administrative Candidates Participating. The parties will mutually agree upon the number of teacher candidates to be assigned to the WVWSD for the practicum experiences.
- b. Term of Agreement. The term of this Agreement shall be five (5) years from the date of execution.
- c. Termination of Agreement. The University or the WVWSD may terminate this Agreement for any reason with ninety (90) day notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the WVWSD terminate this Agreement prior to the completion of an academic semester, all administrative candidates enrolled at that time may continue their academic experiences until they would have been completed absent the termination.
- d. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin; Title IX of the Education Amendments of 1972, and other applicable laws as well as the provisions of the Americans with Disabilities Act
- e. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. Modification of Agreement. This Agreement shall only be modified in writing with the same formality as the original Agreement.
- 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 except as specifically stated in this Agreement. As to liability for damage, injuries of death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- i. University will indemnify, defend and hold harmless WVWSD and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by WVWSD to the extent arising out of any of the following: (i) University's failure to comply with its obligations under any applicable laws, regulations or orders; (ii) University's breach of any obligation contained in this Agreement; (iii) any negligent act or omission or intentional misconduct of University, its officers, employees or agents; or (iv) any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against WVWSD by any employee of University or, in the event of death, by their personal representatives.
- j. To the extent permitted by law, WVWSD will indemnify, defend and hold harmless University and its directors, officers, employees, agents, and students from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by University arising out of any of the following: (i) WVWSD failure to comply with its obligations under applicable laws, regulations or orders; (ii) WVWSD breach of any obligation contained in this Agreement; or (iii) any negligent act or omission or intentional misconduct of WVWSD, its officers, employees or agents. WVWSD shall not be responsible or liable for any claim for workers' compensation benefits for job-related bodily injury or death asserted by any employee of University, or for damages to the extent they are based on the negligence or intentional acts of University or the failure of University to fulfill its obligations under this Agreement.
- k. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

In Witness Whereof, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

THIS AGREEMENT is signed below by the duly authorized representatives of the parties:

Delaware Valley University

Bensalem Township School District

Contact Name:

Recommended By:

Title:

Name:

Phone:

Title:

Email:

Email:

Authorized Representative:

Approved by:

(Signature in Blue Ink)

Attest:

(Date)

(Date)



United Way of Wyoming Valley Community Impact Initiatives MEMORANDUM OF UNDERSTANDING

ORGANIZATION: Wyoming Valley West School District

PURPOSE: See to Succeed Program

DURATION: School Year 2026-2027

This Memorandum of Understanding (MOU) is entered by and between the United Way of Wyoming Valley (UWWV) and the Wyoming Valley West School District. By and for the consideration set forth above, Wyoming Valley West School District hereby certifies and agrees as follows:

1. TAX-EXEMPT STATUS

The School District must maintain its Tax Exempt status as defined in the Internal Revenue Service Code. The School District agrees to immediately inform UWWV of any change in or challenge to their status as a Tax Exempt Organization during the Memorandum of Understanding (MOU) period, and hereby affirms that this Memorandum of Understanding (MOU) will not cause it to fail to qualify as a Tax Exempt Organization. In the event the School District's tax-exempt status is lost, for whatever reason, during term of Memorandum of Understanding (MOU), Organization shall immediately return any unused funds to UWWV.

2. SCOPE OF THE PROGRAM

This MOU establishes Phase 1 of the See to Succeed Program aimed at improving the vision screening process for school nurses and students through use of the Welch Allyn Spot Vision Screener purchased with funding from the United Way of Wyoming Valley.

Wyoming Valley West School District will partner with United Way of Wyoming Valley's See to Succeed Program as defined in this Memorandum of Understanding (MOU) Section 2: Scope of the Program for no less than the duration referenced above.

Wyoming Valley West School District agrees to report to United Way of Wyoming Valley relevant program data by or before April 30th, or as requested.

3. BUDGETARY CHANGES

The School District certifies that funds will be used as reimbursement for expenses as described in the MOU. The School District agrees that changes to the scope of the program must be discussed between The School District and UWWV in advance. Any funds not used for the purposes described in the School District's budget will revert to UWWV.

4. PROGRAMMATIC/PERSONNEL CHANGES

The School District certifies that any and all changes to the fundamental services and activities outlined in the approved program shall require the prior approval of UWWV. The School District must provide written notice to UWWV within thirty days of any changes in key personnel performing services for the program.

5. ACKNOWLEDGMENT OF SUPPORT

The School District agrees that all public or private press releases, marketing materials, magazines, radio, television or other means of communication shall acknowledge the UWWV's support with respect to the project activities undertaken to achieve the goals of the program. Any and all marketing materials utilized by the School District to promote the funded program must display UWWV's logo and must be approved by UWWV prior to distribution.

6. RIGHTS TO DATA

The School District may publish the results of the project or program activity, subject to UWWV's prior review and comment.

7. FAILURE TO COMPLY

The School District acknowledges that failure to show satisfactory progress in achieving the objectives of the program, or failure to comply with required administrative duties, could result in terminating the funding and/or recapturing funds in the event of a breach of the terms and conditions of this Memorandum of Understanding (MOU).

8. FUTURE FUNDING

The School District acknowledges that the UWWV and its representatives have made no actual or implied promise of funding except for the amount specified by this Memorandum of Understanding (MOU). If any of the funds are returned to or recaptured by UWWV before the successful completion of the program period, the School District acknowledges that UWWV will have no further obligation in connection with this program. It is further acknowledged that performance by The School District in complying with the terms and conditions of this Memorandum of Understanding (MOU) will be considered by UWWV in making determination on any future funding opportunities. This is not intended, however, to prohibit UWWV from providing a future sponsorship/grant if a proposal from the School District is submitted and approved after the successful completion of the project and program period described in this Memorandum of Understanding (MOU).

United Way of Wyoming Valley

School District

Paola Mendez

Representative Name (Print)

Representative Name (Print)

Paola Mendez

Signature

Signature

Community Impact Manager

Title

Title

8/05/2026

Date

Date



**PARTNERSHIP AGREEMENT BETWEEN
KEYSTONE/RED ROCK JOB CORPS & WYOMING VALLEY WEST SCHOOL DISTRICT**

This agreement is made and entered into by and between Adams & Associates of Nevada through Job Corps Programs located at both the Keystone and Red Rock Job Corps Centers, herein call "KJCC/RRJC", which operates under the US Department of Labor Contract No. DOL-ETA-1605JE-21-C-003, and the **Wyoming Valley West School**.

WHEREAS, the parties here to wish to unite efforts to expand the education and training options and opportunities available to their respective students to the maximum extent possible, consistent with applicable laws and contractual guidelines.

NOW THEREFORE, the parties agree as follows:

1. The attending public school students must meet all Job Corps eligibility requirements to apply for enrollment in the KJCC/RRJC as residential or non-residential students.
2. The attending public school students require additional education, career and technical training and/or workforce preparation skills to be able to obtain and retain employment that leads to economic self-sufficiency.
3. Once enrolled, Job Corps will provide the students with all required components of the Job Corps program to include, but not be limited to:
 - Career Preparation, occupational exploration and career planning.
 - Year-round enrollment and participation.
 - All Job Corps required class work to satisfy US Department of Labor (USDOL) education and training outcomes to include academic training that supports the attainment of a HSE/HSD and Career Technical Training in one of the offerings provided at the Job Corps Center location in which the student is enrolled.
 - Evaluations of Student Progress and Career Pathway planning and support.
 - Participation in social, health & wellness and employability skill training programs.
 - All Job Corps required counseling, medical services, employment preparation and student services.
 - Career Transition Readiness services to support a successful transition from the Job Corps program to a career or continued education/training placement.
4. The parties will cooperate and coordinate their activities and services to provide students with support to the best of their ability and within their respective fiscal, legal or contractual abilities.

5. The parties agree to provide these services to enrolled students at no cost to the student or either party. It is understood and agreed to that neither party shall be responsible for costs or expenditures incurred by the other in conduct of this agreement.
6. Each party will identify a qualified staff member(s) from their respective organization to be the point of contact for this agreement.
7. Enrolled students will follow the Job Corps training calendar in regard to training and non-training days.
8. The determination of KJCC/RRJC related course completions shall be the reasonability of the KJCC/RRJC. Job Corps completion credits/information will be provided to **Wyoming Valley West School District** for review.
9. The determination of high school credit shall be the responsibility of **Wyoming Valley West School District**. If the combination of **Wyoming Valley West School District** credits and Job Corps completion credits meet the HSD criteria established by **Wyoming Valley West School District**, the student will be granted a **Wyoming Valley West School District** Diploma.
10. Similarly, if a student obtains their HiSET completion/diploma or Penn Foster On-Line High School Diploma while enrolled in Job Corps the **Wyoming Valley West School District** will accept this as the equivalent of **Wyoming Valley West School District** High School completion and the student will be granted a **Wyoming Valley West School District Area** Diploma. Note: The Penn Foster credits are listed at the conclusion of this document.
11. Outreach and admissions presentations, meetings and related activities will be arranged at **Wyoming Valley West School District** on an ongoing basis to evaluate candidates for enrollment. These activities will include representatives from KJCC/RRJC, attending public school representative and students and may also include parent(s) and/or guardian(s).
12. KJCC/RRJC will inform **Wyoming Valley West School District** of any change in enrollment status for any attending public school students enrolled.
13. Written Changes Only: This agreement shall not be amended or modified unless agreed upon by both parties.
14. Non-assignment: The obligations of **Wyoming Valley West School District** hereunder may not be assigned nor transferred in any manner whatsoever without Company approval; neither are such obligations subject to involuntary alienation, assignment, nor transfer.
15. Entire Agreement: This agreement represents the entire existing Agreement between the parties hereto concerning their respective participation in the agreement and the exchange of proprietary data pursuant thereto, and this agreement supersedes any and all other prior or contemporaneous agreement written, oral or otherwise relating thereto between the parties.
16. The parties mutually agree to comply with all applicable state and federal discrimination laws.

Eligibility Requirements for Job Corps

- Is 16-24 years of age. Age requirements waived for applicants over 24 with disabilities.
- Meets enrollment income eligibility requirements.
- Requires additional education: The individual requires additional education, career and technical training, or workforce preparation skills to be able to obtain and retain employment that leads to economic self-sufficiency.
- Is a US Citizen, US National, legal resident, permanent resident alien or other lawfully admitted alien.
- Is not on supervised probation, parole, restitution over \$500 or have open cases.
- Has signed parental consent if under 18.
- Is free of serious medical or behavioral problems that would preclude program benefit.
- Has the motivation and capability to succeed at KJCC/RRJC
- Agrees and will abide by the KJCC/RRJC Zero Tolerance for Drugs & Violence Policy

High School Responsibilities

The **Wyoming Valley West School District** coordinators will also provide support to enrolled students enrolled at KJCC/RRJC as follows:

- Students will have an assigned school counselor, designated by the principal of the applicable High School of the attending public high school, in addition to their KJCC/RRJC career counselor and career transition counselor to assist with transitional issues.
- The school system will provide the opportunity for these students to participate in school activities including proms, graduation pictures, or other activities in accordance with Board of School Directors' policies and procedures. This would not include interscholastic sports due to transportation and time restraints.

Job Corps Responsibilities

- Provide updates to **Wyoming Valley West School District** on student progress.
- Provide students with the full range of Job Corps Services.
- Provide students the opportunity to engage in all learning enrichment activities offered outside of the standard training day.

Program Completion – Post High School Graduates

- KJCC/RRJC will provide written documentation to the school verifying student's Career Technical Training completion from the Job Corps program.
- KJCC/RRJC will provide **Wyoming Valley West School District** an official copy of the HiSET completion scores/diploma or Penn Foster On-Line High School Diploma.
- The **Wyoming Valley West School District** will provide an official copy of diploma and transcript to the KJCC/RRJC validating that the student has been granted a High School Diploma.
- Students participating will not be eligible to receive their diploma before the year of their anticipated graduation.

Penn Foster Credits

- Orientation (.5 Credits)
- Digital Citizenship (.5 Credits)
- Human Relations (1 Credit)
- English Language Arts (1 Credit)
- Pre-Algebra (1 Credit)
- Fitness & Nutrition (1 Credit)
- American History (1 Credit)
- English Language Arts 2 (1 Credit)
- Algebra 1 (1 Credit)
- Earth Science (1 Credit)
- Civics (1 Credit)
- English Language Arts 3 (1 Credit)
- Biology & Lab (1 Credit)
- Geometry (1 Credit)
- World History (1 Credit)
- Physical Science (1 Credit)
- English Language Arts 4 (1 Credit)
- Art Appreciation (1 Credit)
- Business Math (1 Elective Credit)
- Electives (4 Credits)

NOTICES

All notices to the KJCC/RRJC shall be addressed to:

Kelly King, Executive Director
Keystone Job Corps Center
235 West Foothills Dr
Drums, PA 18222

All notices to **Wyoming Valley West School District** shall be addressed to:

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

Upon thirty (30) days written notice to the other, either party may terminate this agreement. If any changes to name(s) or role(s) for each party included should occur, this agreement will need to be amended or considered null and void.

This agreement shall be for a term commencing on August 10, 2026 and expiring on June 30, 2027, unless earlier terminated or extended as provided herein.

Attending Public School:
Wyoming Valley West School District

Dr. Charles Suppon, Superintendent

Date

Keystone/Red Rock Job Corps:

Kelly King, Executive Director

Date



PSBA POLICY SERVICES MEMBER AGREEMENT

This PSBA Policy Services Member Agreement (this Agreement) is entered into by and between Pennsylvania School Boards Association, Inc. (PSBA) and the undersigned PSBA member identified in the signature block (Member).

Recitals

WHEREAS, PSBA develops, maintains, licenses, and distributes copyrighted policy guides, policies, administrative regulation templates, newsletters, training materials, and related content and services for the benefit of its members; and

WHEREAS, PSBA offers such content and related support through the PSBA Policy Service and, if elected by Member, the PSBA Administrative Regulations Service; and

WHEREAS, Member desires to participate in one or both foregoing services on the terms set forth in this Agreement;

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

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following terms have the meanings set forth below:

1.1 Agreement means this PSBA Policy Services Member Agreement, as it may be amended in writing from time to time.

1.2 Member means the PSBA member entity executing this Agreement.

1.3 Policy Service means the PSBA policy maintenance service described in this Agreement.

1.4 Administrative Regulations Service means the optional PSBA administrative regulations service described in this Agreement, which is available only to a Member that participates in the Policy Service.

1.5 Services means, collectively, the Policy Service, the Administrative Regulations Service if elected, related support, and access to the PSBA Policy Portal made available by PSBA under this Agreement.

1.6 PSBA Policy Portal or Portal means the web-based policy management system designated by PSBA for delivery and administration of the Services.

1.7 PSBA Materials means all policies, policy guides, administrative regulation templates, newsletters, updates, training materials, explanatory notes, formatting, design, taxonomy, editorial enhancements, related materials, and derivative works thereof made available by PSBA under this Agreement, excluding only Member's own final adopted policies and administrative regulations as adopted by Member.

1.8 Member Data means Member's own final adopted policies, final adopted or approved administrative regulations, locally created content, user-entered information, annotations, comments, metadata, configuration choices, and other Member-specific content submitted to, stored in, or maintained through the Portal, but excluding PSBA Materials except to the extent incorporated into Member's final adopted policies or approved administrative regulations.

1.9 Program Year means the period beginning July 1 and ending June 30.

SECTION 2. SERVICES

2.1 *Policy Service*

(a) PSBA shall provide Member, during the applicable Program Year and subject to this Agreement, the Policy Service. Participants in the Policy Service receive all new and newly updated PSBA copyrighted policy guides published by PSBA during the Program Year and, upon request, up to twenty-five (25) additional policy guides during such Program Year. Policy guides are distributed through the Portal and related PSBA communications.

(b) Policy guides are intended to support the governmental responsibilities of school entities, including recommended practices and compliance with applicable legal standards and limitations. Policy guides may contain optional provisions and alternatives from which Member may choose in tailoring policies to local needs and preferences. PSBA encourages and supports lawful local customization by Member. Policy guides may include footnotes and citations that identify source authorities.

(c) PSBA may update and revise policy guides when PSBA deems appropriate to reflect changes in legislation, regulations, court decisions, administrative guidance, or other relevant developments.

2.2 *Policy News Network.* As part of the Policy Service, Member shall receive access through the Portal to the Policy News Network or PNN, an electronic newsletter used by PSBA to notify participants of new or updated policy guides and to provide related explanatory content. PSBA intends to publish PNN periodically during the Program Year,

including generally at least four (4) issues per year, but the timing and frequency of publication may vary based on content needs and operational circumstances.

2.3 Administrative Regulations Service.

(a) If elected by Member and accepted by PSBA, and only so long as Member participates in the Policy Service, PSBA shall provide the Administrative Regulations Service. Participants receive new and updated administrative regulation templates published by PSBA during the Program Year and, upon request, up to twenty-five (25) additional templates during such Program Year. PSBA may also offer a complete initial set of templates for a separate one-time fee, if available.

(b) Administrative regulation templates are intended to support implementation of corresponding board policies by school entity administration. PSBA may update and revise such templates when PSBA deems appropriate to reflect changes in legislation, regulations, court decisions, administrative guidance, or other relevant developments.

2.4 Policy News Network+. Participants in the Administrative Regulations Service shall receive access to Policy News Network+ or PNN+, which includes the content of PNN together with additional information concerning new and updated administrative regulation templates.

2.5 Portal Access and Support.

(a) PSBA shall arrange for Member to receive access to the Portal, at no additional charge unless expressly stated otherwise in writing, for the delivery and administration of the Services. The Portal is the primary means by which PSBA delivers PNN, PNN+, policy guides, administrative regulation templates, and related updates; provided, however, that PSBA may in its discretion substitute another platform, provider, or delivery method so long as PSBA continues to provide the substantive Services elected by Member under this Agreement.

(b) PSBA shall also provide reasonable training, administrative support, and quality-control support in connection with Member's use of the Services.

2.6 Portal Administration. PSBA shall provide Member with initial credentials for at least one designated policy administrator selected by Member (Policy Admin). Member is responsible for designating appropriate authorized users and for managing user access within Member's organization through the Portal in accordance with this Agreement and any applicable Portal terms.

SECTION 3. INTELLECTUAL PROPERTY; LICENSE; USE RESTRICTIONS

3.1 *Ownership.* PSBA Materials are and shall remain the sole and exclusive property of PSBA. PSBA reserves all right, title, and interest in and to the PSBA Materials, including all copyrights and other intellectual property rights therein.

3.2 *Limited License.* Subject to Member's compliance with this Agreement and continued status as a PSBA member in good standing, PSBA grants Member a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to use the PSBA Materials solely for Member's own governance, compliance, policy development, policy administration, and related official school entity purposes.

3.3 *Authorized Users.* Member shall use reasonable efforts to limit access to nonpublic PSBA Materials to authorized users within Member's organization who have a legitimate need for access in connection with the purposes permitted under this Agreement.

3.4 *Permitted Uses.* During the Term, Member may:

(a) use PSBA Materials for internal, pre-decisional deliberations by Member, its governing board, employees, administrators, officials, and legal counsel;

(b) circulate PSBA Materials internally to board members, administrators, employees, and solicitors for purposes related to policy or administrative regulation review, drafting, consideration, adoption, implementation, and compliance;

(c) customize PSBA Materials to meet local operational or legal needs;

(d) publish final, officially adopted policies and approved administrative regulations for public access and official use; and

(e) include draft policies or regulations in public meeting materials when reasonably necessary for board or committee consideration in the ordinary course of governance.

3.5 *Prohibited Uses.*

(a) Except as expressly permitted in this Agreement, Member shall not reproduce, distribute, republish, transmit, license, sell, disclose, post, share, circulate, display, provide access to, or adapt PSBA Materials outside Member's organization. Without limiting the foregoing, Member shall not upload PSBA Materials to another web-based service, platform, or repository without PSBA's prior written consent.

(b) Draft or template versions of PSBA Materials may not be published or shared externally except as expressly permitted under Section 3.4(e) or as otherwise required by law.

3.6 Effect of Termination on Use Rights.

(a) Upon expiration or termination of this Agreement, all rights to use PSBA Materials immediately cease, except that Member may continue to retain, use, publish, distribute, maintain, revise, administer, and enforce Member's own final, officially adopted policies and approved administrative regulations that were adopted before the effective date of expiration or termination.

(b) After expiration or termination, Member may also retain archival copies of PSBA Materials and related working files as reasonably necessary for recordkeeping, compliance, audit, historical reference, litigation hold, insurance, or similar official purposes, but not for ongoing active drafting use except as expressly permitted above.

3.7 Derivative Works Following Termination.

(a) After expiration or termination, Member shall not create new works derived from PSBA Materials or continue using non-adopted draft, template, newsletter, explanatory, training, or support content originating from PSBA as an active resource for further policy or administrative regulation development.

(b) For the avoidance of doubt, Member may continue in the ordinary course of governance to revise, amend, repeal, supplement, and administer its own final adopted policies and approved administrative regulations that were adopted before expiration or termination, and such continued revision or administration of those adopted documents shall not, by itself, be deemed creation of a prohibited new derivative work under this Section.

SECTION 4. RECORDS REQUESTS; LEGAL PROCESS; PORTAL TERMS

4.1 Public Records Requests.

(a) If Member receives a request under the Pennsylvania Right-to-Know Law or any other public records law seeking PSBA Materials, other than Member's own final adopted policies or approved administrative regulations, Member shall promptly notify PSBA and shall reasonably cooperate with PSBA concerning Member's response. Such cooperation may include, as appropriate, consultation regarding whether the requested materials are exempt from disclosure in whole or in part, including on the basis of trade secret, confidential proprietary information, predecisional deliberation, attorney-client privilege, attorney work product, or any other applicable exemption or protection.

(b) Nothing in this Agreement requires Member to take a position contrary to applicable law, legal process, a final determination of a court or agency of competent jurisdiction, or the advice of Member's counsel

4.2 *Subpoenas and Discovery.* If Member receives a subpoena, court order, document request, or other discovery request seeking PSBA Materials, Member shall, to the extent legally permitted, promptly notify PSBA and provide PSBA a copy of the request so that PSBA may evaluate and, if it chooses, seek a protective order, move to quash, assert privilege or other objections, or pursue other appropriate relief. Member shall reasonably cooperate with PSBA's efforts, provided that nothing in this Section requires Member to incur material expense, waive any right or objection of Member, or act contrary to applicable law or the advice of Member's counsel.

4.3 *Portal and Vendor Terms.*

(a) Member acknowledges that the Portal may be hosted, operated, or supported by a third-party provider selected by PSBA. As a condition of access to the Portal, Member and its authorized users shall comply with reasonable end-user operational terms, acceptable use requirements, and security procedures applicable to end users of the Portal, but only to the extent such terms are necessary for access to and use of the Portal and do not conflict with this Agreement.

(b) No Portal end-user terms, privacy terms, clickwrap terms, browse wrap terms, or other provider-imposed terms shall, as to Member or as between PSBA and Member:

- (i) expand Member's payment obligations;
- (ii) diminish Member's rights in Member Data;
- (iii) alter ownership of Member's final adopted policies, approved administrative regulations, or other Member Data;
- (iv) impose indemnification obligations on Member;
- (v) expand any disclaimer of warranties or limitation of liability beyond those set forth in this Agreement;
- (vi) grant the Portal provider rights to use, disclose, monetize, mine, train on, or otherwise exploit Member Data except as necessary to host, operate, maintain, secure, support, and improve the Portal for PSBA's and Member's use; or
- (vii) amend this Agreement.

(c) If execution or acceptance of end-user documentation is reasonably required for Portal access, Member shall cooperate in good faith in completing such documentation; provided, however, that no individual user's acceptance of such terms shall be deemed to amend this Agreement or to bind Member to obligations materially broader than those set forth herein.

In the event of any conflict between this Agreement and any Portal end-user or provider-imposed terms, this Agreement shall control as between PSBA and Member..

4.4 *Member Data Export.* For a period of thirty (30) days after expiration or termination of Member's access to the Portal, Member may request one export of Member Data maintained in the Portal in a commercially reasonable native or commonly usable format, subject to then-applicable technical limitations and reasonable authentication, security, and chain-of-custody procedures. PSBA and the Portal provider shall have no obligation to preserve active Portal access or to maintain export functionality beyond such thirty (30)-day period, except as otherwise required by law or separately agreed in writing.

SECTION 5. FEES; INVOICING; GOOD STANDING

5.1 *Annual Election and Fees.* The annual fees for the Services for each Program Year shall be as stated on PSBA's applicable invoice, fee schedule, renewal notice, dues materials, or other written notice provided by PSBA to Member. Member shall indicate its election of the applicable program or programs and shall pay the corresponding fees.

5.2 *Payment Terms.* Unless otherwise stated in PSBA's invoice or written notice, fees are due no later than July 15 of the applicable Program Year. Fees are earned for the applicable Program Year upon commencement of Member's participation and, except as expressly provided in this Agreement, are non-refundable.

5.3 *Good Standing Requirement.* Member's participation in the Services requires that Member remain a PSBA member in good standing, including current payment of PSBA membership dues.

5.4 *Fee Changes for Future Program Years.* PSBA may modify fees for future Program Years by advance written notice to Member. PSBA shall endeavor to provide notice of fees for the upcoming Program Year on or before April 30.

SECTION 6. TERM; RENEWAL; TERMINATION

6.1 *Initial Term.* This Agreement becomes effective on the later of the date of last signature and the date PSBA receives the fees required to activate Member's participation for the initial Program Year (Effective Date). Unless earlier terminated in

accordance with this Agreement, the initial Term begins on the Effective Date and continues through the next June 30.

6.2 Renewal. This Agreement does not automatically renew. Continued participation for any subsequent Program Year requires Member's affirmative renewal or re-enrollment in the applicable Services under PSBA's then-current agreement form, renewal form, invoice process, online enrollment process, or other written renewal procedure designated by PSBA.

6.3 Member Non-Renewal. If Member does not elect to renew for a subsequent Program Year, this Agreement expires at the end of the then-current Program Year without further obligation for future Program Year fees.

6.4 Termination by Member During Program Year. Member may terminate this Agreement during a Program Year upon written notice to PSBA; provided, however, that fees for the then-current Program Year remain due and payable in full and are non-refundable except as expressly stated in this Agreement.

6.5 Termination by PSBA for Cause. PSBA may suspend Services or terminate this Agreement immediately upon written notice to Member if Member:

- (a) fails to pay amounts due under this Agreement or PSBA membership dues when due;
- (b) ceases to be a PSBA member in good standing; or
- (c) materially breaches this Agreement, including any material misuse of PSBA Materials or material violation of applicable Portal end-user terms.

6.6 Termination by PSBA Without Cause. PSBA may elect not to continue or offer Services for a future Program Year by written notice to Member given on or before May 31 of the then-current Program Year.

6.7 Discontinuance of Program. PSBA reserves the right to discontinue either Service or the Portal entirely. If PSBA discontinues a Service during an active Program Year for reasons other than Member's breach, PSBA shall provide Member a pro rata refund of prepaid fees allocable to the discontinued portion of the remaining Program Year, which refund shall be Member's sole and exclusive remedy for such discontinuance.

SECTION 7. WARRANTIES; DISCLAIMERS; LIABILITY

7.1 General Disclaimer. Except as expressly stated in this Agreement, the Services, the Portal, and all PSBA Materials are provided AS IS and AS AVAILABLE. To the fullest extent permitted by law, PSBA disclaims all warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a

particular purpose, title, non-infringement, accuracy, completeness, and uninterrupted availability.

7.2 *No Legal Advice.* PSBA Materials are intended as informational and drafting resources to support Member's policy and administrative work. They do not constitute legal advice for any particular factual situation, and Member remains responsible for review, adoption, implementation, and legal sufficiency of its own policies and administrative regulations.

7.3 *Limitation of Liability.*

(a) To the fullest extent permitted by law, PSBA's aggregate liability arising out of or relating to this Agreement, the Services, the Portal, or the PSBA Materials shall not exceed the total fees actually paid by Member to PSBA under this Agreement for the Program Year giving rise to the claim.

(b) To the fullest extent permitted by law, PSBA shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, or for loss of data, loss of use, interruption, or lost profits, even if advised of the possibility of such damages.

SECTION 8. MISCELLANEOUS

8.1 *Force Majeure.* Neither party shall be liable for delay or failure in performance to the extent caused by circumstances beyond that party's reasonable control, including acts of God, flood, fire, earthquake, epidemic, public health emergency, war, terrorism, civil disturbance, embargo, utility or communications failure, labor disturbance, governmental action, or failure of third-party hosting or technology providers; provided that the affected party uses reasonable efforts to mitigate the effects of such event.

8.2 *Governing Law; Venue; Jury Trial Waiver.*

(a) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-laws rules.

(b) The state and federal courts located in Cumberland County, Pennsylvania, shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement, and each party consents to such jurisdiction and venue.

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

8.3 Notices.

(a) Any notice required under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified United States mail, return receipt requested, or email to the addresses designated by the receiving party.

(b) Any notice relating to alleged material breach, termination, or any dispute reasonably likely to result in litigation shall also be delivered by email to the then-current business email address of PSBA's Chief Executive Officer, if notice is being given to PSBA, or to Member's chief executive, superintendent, or other primary executive contact identified by Member, if notice is being given to Member. Email notice is effective upon transmission so long as no automated delivery failure is received.

8.4 Entire Agreement; Amendments.

(a) This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes prior oral and written discussions, understandings, or agreements on that subject matter.

(b) No amendment, modification, or waiver of this Agreement is effective unless in writing and signed by authorized representatives of both parties, except that PSBA may update fee schedules, renewal procedures, Portal providers, and end-user operational requirements for future Program Years by written notice as otherwise permitted in this Agreement.

8.5 Assignment. Member may not assign or transfer this Agreement without PSBA's prior written consent. PSBA may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or transfer of substantially all assets relating to the Services.

8.6 Waiver. No failure or delay by either party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver is asserted. A waiver of any breach shall not constitute a waiver of any other or subsequent breach.

8.7 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

8.8 Survival. Sections that by their nature should survive expiration or termination of this Agreement, including without limitation Section 3, Section 4, paragraph 6.4, paragraph 6.7, Section 7, and Section 8, shall survive.

END USER AGREEMENT FOR USE OF THE ENGAGIFII PLATFORM BY PSBA AND PSBA-AUTHORIZED USERS

This End User Agreement (“**Agreement**”) governs access to and use of the Engagifii platform and related services (collectively, the “**Platform**”) by individuals authorized by the Pennsylvania School Boards Association (“**PSBA**”) or a PSBA-authorized participating organization (a “**Member**”).

SECTION 9. PARTIES, RELATIONSHIP TO MASTER AGREEMENT

9.1 This Agreement is between Engagifii, Inc. (“**Provider**”) and the individual accepting this Agreement (“**User**”).

9.2 The Platform is being made available pursuant to a separate written agreement between Provider and PSBA, (the “**Master Agreement**”). This Agreement is intended only to establish reasonable end-user rules for access and use of the Platform.

9.3 In the event of any inconsistency between this Agreement and the Master Agreement, the **Master Agreement controls**.

9.4 Nothing in this Agreement shall be construed to:

- (a) amend, expand, diminish, or waive any rights or obligations contained in the Master Agreement;
- (b) bind PSBA, any school district, public agency, or other organization to any additional contractual terms; or
- (c) authorize any User to accept terms on behalf of PSBA or any other organization unless separately and expressly authorized in writing.

SECTION 10. ELIGIBILITY AND AUTHORITY

10.1 User represents only that User:

- (a) is at least 18 years of age or otherwise legally competent to accept this Agreement; and

(b) has been authorized by PSBA or the Member to access and use the Platform.

10.2 User is not, by accepting this Agreement, representing that User has authority to execute contracts on behalf of PSBA or any Member.

SECTION 11. LIMITED RIGHT TO USE

11.1 Subject to this Agreement and the Master Agreement, Provider grants User a limited, non-exclusive, non-transferable, revocable right to access and use the Platform solely:

(a) for the internal business, governmental, administrative, educational, advocacy, communications, training, or membership-related purposes authorized by PSBA or the applicable participating organization; and

(b) in accordance with the permissions assigned to User by the applicable account administrator.

11.2 This Agreement grants only a right to use the Platform. It does not transfer ownership of the Platform or of any intellectual property rights in it.

SECTION 12. ORGANIZATIONAL DATA AND OWNERSHIP

12.1 As between Provider, PSBA, Member, and User:

(a) the Platform and Provider technology remain Provider's property;

(b) all data, records, files, documents, communications, submissions, and other content submitted to, stored in, transmitted through, or generated within the Platform on behalf of PSBA or a Member ("**Organizational Data**") remain the property of PSBA or the applicable Member, or their respective licensors; and

(c) User acquires no ownership rights in Organizational Data except such rights, if any, as User may independently hold under applicable law.

12.2 Provider may access and use Organizational Data only as permitted by the Master Agreement and applicable law.

12.3 Nothing in this Agreement grants Provider any broader rights in Organizational Data than those granted in the Master Agreement.

SECTION 13. ACCEPTABLE USE

13.1 User shall use the Platform in a lawful and responsible manner and shall not:

- (a) access or use the Platform beyond the scope of User's authorization;
- (b) share login credentials except as expressly permitted by the applicable organization's policies;
- (c) use the Platform to violate any applicable law, regulation, court order, or third-party right;
- (d) upload or transmit malicious code, malware, ransomware, or other harmful material;
- (e) interfere with or disrupt the integrity, security, performance, or availability of the Platform;
- (f) attempt to gain unauthorized access to accounts, systems, or data;
- (g) reverse engineer, decompile, or disassemble the Platform, except to the limited extent such restriction is prohibited by applicable law;
- (h) remove or obscure proprietary notices included in the Platform; or
- (i) use the Platform for personal commercial resale, timesharing, service-bureau use, or other unauthorized commercial exploitation.

SECTION 14. PUBLIC-FACING AND AUTHORIZED EXTERNAL USE

14.1 For the avoidance of doubt, "internal use" does not prohibit PSBA or a Member from using the Platform to communicate with members, constituents, public officials, governmental stakeholders, or the public, or from enabling public-facing functions, if and to the extent such use is permitted by the Master Agreement and configured by the organization.

SECTION 15. USER CONTENT AND RESPONSIBILITY

15.1 User is responsible for content that User knowingly uploads or submits through the Platform in the course of authorized use. User will use reasonable care not to submit content that User knows is unlawful, defamatory, infringing, or malicious.

15.2 User is not personally warranting the completeness, accuracy, or legal sufficiency of all Member Data in the Platform merely by using the Platform.

SECTION 16. PRIVACY; CONFIDENTIALITY

16.1 User acknowledges that use of the Platform may involve Member Data that is confidential, privileged, protected by law, or subject to internal policies. User shall handle such information in accordance with:

- (a) applicable law;
- (b) the policies of PSBA or the applicable Member organization; and
- (c) the Master Agreement.

16.2 Provider's handling of Member Data, including personal information, shall be governed by the Master Agreement and applicable law, not by any broader statement in this Agreement.

SECTION 17. AI AND AUTOMATED FEATURES

17.1 If the Platform includes AI or automated features, User may use those features only as authorized by PSBA or the applicable Member organization, as applicable.

17.2 User acknowledges that:

- (a) AI-generated output may be inaccurate or incomplete;
- (b) such output does not replace human review or professional judgment; and
- (c) any use of Member Data for AI-related processing, model training, tuning, evaluation, or service improvement must be governed solely by the Master Agreement.

17.3 Nothing in this Agreement authorizes Provider to use Member Data to train general-purpose models or for product-development purposes beyond the rights expressly granted in the Master Agreement.

SECTION 18. SECURITY AND ACCOUNT ADMINISTRATION

18.1 User shall take reasonable steps to maintain the confidentiality of credentials and promptly report suspected unauthorized access or security incidents to the applicable account administrator.

18.2 Provider may suspend or restrict a User account upon reasonable belief that the account is being used in violation of this Agreement, to protect security, or as required by law. Except where immediate action is reasonably necessary, Provider shall provide prior notice to PSBA or the applicable participating organization and an opportunity to address the issue.

SECTION 19. NO PERSONAL PAYMENT OBLIGATIONS

19.1 User shall have no personal payment obligation under this Agreement. All fees, if any, are governed exclusively by the Master Agreement.

SECTION 20. DISCLAIMERS

20.1 The Platform is provided to User on an “as is” and “as available” basis.

20.2 Nothing in this Agreement limits any warranty, service commitment, security obligation, data obligation, indemnity, or other protection granted to PSBA or a participating organization in the Master Agreement.

SECTION 21. LIMITATION OF END USER LIABILITY

21.1 User shall be responsible only for User’s own unauthorized use, willful misconduct, or knowing violation of this Agreement.

21.2 To the fullest extent permitted by law, User shall not be personally liable for:

- (a) ordinary authorized use of the Platform on behalf of PSBA or a participating Member;
- (b) inaccuracies in Member Data created or supplied by others; or
- (c) Member acts, omissions, or payment obligations.

SECTION 22. NO ADDITIONAL INDEMNITY BY USER

22.1 User is not providing any indemnity to Provider under this Agreement.

SECTION 23. TERMINATION OF ACCESS

23.1 User’s right to access the Platform ends automatically upon the earliest of:

- (a) termination or expiration of the Master Agreement;
- (b) removal of User’s authorization by PSBA or the applicable Member organization; or

(c) suspension or termination by Provider for material violation of this Agreement.

23.2 Upon termination of User's access, Organizational Data shall be handled in accordance with the Master Agreement.

SECTION 24. GOVERNING LAW; VENUE

24.1 This Agreement shall be governed by the law specified in the Master Agreement. If the Master Agreement does not specify governing law, this Agreement shall be governed by Pennsylvania law, without regard to conflict-of-law rules.

24.2 Any dispute relating to this Agreement shall be resolved in the forum specified in the Master Agreement, and if none is specified, in the state or federal courts located in Pennsylvania.

SECTION 25. CHANGES

25.1 Provider may not unilaterally modify this Agreement as to existing users in a manner that materially diminishes the rights of PSBA, participating organizations, or users during the then-current subscription term. Any updated version must remain subject to the Master Agreement, which shall control in the event of conflict.

SECTION 26. ENTIRE AGREEMENT AS TO USER CONDUCT ONLY

This Agreement states the rules governing User conduct and access. It is not the complete agreement for services, fees, data rights, support, security, service levels, or legal risk allocation, all of which are governed by the Master Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement by their duly authorized representatives.

Wyoming Valley West School District

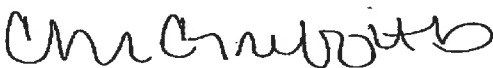
PENNSYLVANIA SCHOOL BOARDS
ASSOCIATION

Christina Griffiths

Board President Full Name

COO Full Name

Board President Signature



COO Signature

Date

4/24/2026

Date

Board Secretary Full Name

Board Secretary Signature

Date

**Special Education Services Agreement
Specialized Education of Pennsylvania, Inc.**

**With
Wyoming Valley West School District
for
2026-2027 School Year at Kishbaugh Behavior Services**

This agreement ("Agreement") is effective August 29th 2026 ("Effective Date"),

Between

Kishbaugh Behavior Services LLC ("Kishbaugh Behavior Services ") a Pennsylvania Limited Liability Company

And

Wyoming Valley West School District, (referred to herein as "District," even in instances where the counterparty refers to itself as "Board")

WHEREAS, Kishbaugh Behavior Services serves Students with an Autism/Emotional classification, (the "Center"); and

WHEREAS, the District desires to refer District Students to the Center whose Individualized Education Plan ("IEP") have identified the Center and its programs as an appropriate placement (each "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 Center (hereinafter referred to as "Student" or "Students") and to receive related services as set forth in the Students, IEP (collectively the "Services"). The Center will provide classroom and related services to enrolled Students with a Mental Health Diagnosis. The district will provide the Center with all necessary Student records, documents, and IEPs, necessary to effectively deliver the Services. Kishbaugh Behavior Services shall notify the Student's Parent/Guardian and Center District if it cannot provide such services for any reason. The parties agree that Kishbaugh Behavior Services has made no representations or other commitments regarding students achieving any specific goals specified within the IEP.
2. 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 I, attached hereto.
3. Term and Termination. The term of this Agreement will begin on August 31st 2026 and end on September 2nd, 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, Kishbaugh Behavior Services will charge Tuition (as defined below) up to and including the date of Student withdrawal from the Center.
4. Fee. The District will pay Kishbaugh Behavior Services for the Services according to the fee schedule on Schedule I (hereinafter collectively referred to as "Fees"). 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 Center will automatically adjust Fees, upon receipt of the revised and approved Student IEP from the District.

5. Distance Learning. When due to government or District mandated actions (directly or through its board of education) preventing Kishbaugh Behavior Services from conducting in-person classes, Kishbaugh Behavior Services 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 agrees to identify and assign the Student, to be chosen by the District, whose academic status makes them eligible for transfer to the Center. The District agrees that the Student assigned to the Center shall be reviewed periodically by the Center and the District.
7. Approval of Student. Kishbaugh Behavior Services at Kishbaugh Behavior Services' sole discretion shall determine whether or not the child will be approved for services at their location. After such approval, students will be subject to a review of their needs and services by Kishbaugh Behavior Services. If at any time Kishbaugh Behavior Services, at Kishbaugh Behavior Services' sole discretion determines that they cannot accommodate the Student, Kishbaugh Behavior Services will inform the Student's parent/guardian and Center district and reserve the right to no longer provide services.
8. Parent Guardian or Kinship Caregivers Consent. The District shall assist Kishbaugh Behavior Services in obtaining the written consent of Student's parents, guardians, or kinship caregivers for the Student participation in the Center; release of Student records including the Student's prior rate of attendance, grade level when referred to the Center, 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.
9. General Supervision of Services. The District or its designated representatives shall have the right to general supervision of the Services, the right to approve such Services and the right to make changes to the Services in accordance with the term of a Student's IEP. Kishbaugh Behavior Services 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 Pennsylvania Department of Education. Kishbaugh Behavior Services shall allow the District or the Pennsylvania Department of Education to 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 Center.
10. Invoicing and Payment. Kishbaugh Behavior Services 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 Kishbaugh Behavior Services the Tuition during the Term regardless of the actual attendance of the Student.
11. Compliance with Applicable Laws. Kishbaugh Behavior Services represents it complies with applicable laws and regulations governing the Services. Kishbaugh Behavior Services will deliver Services in compliance with Pennsylvania Department of Education regulations applicable to nonpublic, private Centers.
12. Student Privacy. The District hereby acknowledges that the Center and its employees are considered "other Center 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. 11232g. To the extent

the Center comes into possession of Student records and information, and to the extent that the Center or its employees are involved in the survey, analysis, or evaluation of Students incidental to this Agreement, Kishbaugh Behavior Services agrees to comply with all requirements of the FERPA and the Protection of Pupil Rights Amendment (PPRA). To the extent required by law, Kishbaugh Behavior Services 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.

13. Student Progress Reports. Kishbaugh Behavior Services shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
14. 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 disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
15. Indemnification and Limitation of Liability. To the extent permitted under law,
 - a. District agrees to indemnify Kishbaugh Behavior Services and its officers, directors and employees ("Kishbaugh Behavior Services Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("Kishbaugh Behavior Services Losses") to which Kishbaugh Behavior Services may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, Kishbaugh Behavior Services Indemnitees may not seek indemnification from District for any Kishbaugh Behavior Services Losses caused, in whole or in part, by the acts or omissions of Kishbaugh Behavior Services, its officers, directors and employees.
 - b. Kishbaugh Behavior Services 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 Kishbaugh Behavior Services, its officers, directors or employees. provided however, District Indemnitees may not seek indemnification from Kishbaugh Behavior Services 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.
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 Kishbaugh Behavior Services may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of Kishbaugh Behavior Services or any entity acquiring all or substantially all of the stock, equity.
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: Wyoming Valley West School District
Wyoming Valley West School District
450 N Maple Ave, Kingston, PA 18704

For Kishbaugh Behavior Services:

Kishbaugh Behavior Services, LLC
310 Market Street
Kingston, PA 18704

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 Kishbaugh Behavior Services 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 workers 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 term shall have any force or effect unless executed and delivered in writing and signed by all parties.

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:

Kishbaugh Behavior Services

Name: Jacqueline Kishbaugh

Title: Owner/Director

Date: 8/15/2026

Schedule 1
Fee Schedule 26-27

TUITION RATE

Regular School Year	\$ 60,000
Extended School Year	\$ 300.00/day

RELATED SERVICES BEYOND INCLUDED	SESSION FEE
Occupational Therapy Direct	\$75 per 30 minute session
Physical Therapy Direct	\$75 per 30 minute session
Speech & Language Direct	\$75 per 30 minute session
Social Work (School Social Worker)	\$50 per 30 minute session
1:1 Aide	\$35/hr

ADDITIONAL SERVICES	PER HOUR (Unless otherwise Specified)
Behavior Specialist	\$125/hr
Behavior Health Technician	\$55.00/hr
Behavior Intervention Program	Included in Behavior Specialist rate.
Re-evaluation Report	\$1500
Professional Counseling	N/A
Toilet Training Assistance	Included
Menstrual Care Assistance	N/A

Exhibit 2

INTERGOVERNMENTAL AGREEMENT

BETWEEN

LUZERNE INTERMEDIATE UNIT #18

AND

Wyoming Valley West School District

2026 - 27 IDEA ALLOCATION

BASED ON DECEMBER 1, 2025 IDEA CHILD COUNT

CHILD COUNT	1355
IDEA ALLOCATION	\$887,767

ALN #: 84.027

Project #: 062-27-0018

Federal Award #: H027A260093

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement entered into this 1st day of **July 2026**, by and between the *Board of Education of Luzerne (LIU) Intermediate Unit #18*, hereinafter called (“LIU”), and the Wyoming Valley West School District hereinafter called (“district”).

BACKGROUND

LIU, on the first day of July 2026, entered into an Intergovernmental Agreement with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called (“Department”). LIU agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Department’s most current IDEA Application Guidelines, which contract, riders and guidelines are set forth as Exhibit 1 of this Intergovernmental Agreement and are hereby incorporated by reference into this Intergovernmental Agreement.

The Department has authorized LIU to enter into an Intergovernmental Agreement with the district whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described, and compliance with the terms and conditions of the Department’s most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligation of the district and will no longer be a responsibility of LIU. LIU has determined that the estimated IDEA allocation for the district is \$887,767 as set forth in Exhibit 2, which is hereby incorporated by reference into this. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 1, page 11 which is hereby incorporated by reference into this contract.

ALN #: 84.027

Project #: 062-27-0018

Federal Award #: H027A260093

WITNESSETH

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

1. LIU hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the district to be administered in accordance with Exhibit 1 of this Intergovernmental Agreement.
2. The district agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibit 1 of this Intergovernmental Agreement.
3. The district shall comply in full with the terms and conditions set forth in Exhibit 1 of this Intergovernmental Agreement to the extent that such terms and conditions pertain to or limit the services for which IDEA funding may be used, the expenditure of IDEA funding, and the accounting for children served and funds used. Any reports, budgets, or other documents required to fulfill these terms and conditions shall be furnished by the district within applicable timelines directly to the IU.
4. The undersigned authorized representatives of the district hereby certify that the district's governing body has adopted the terms of this Intergovernmental Agreement and has authorized the undersigned in its behalf to enter into this Intergovernmental Agreement.
5. Further, the district agrees to indemnify and save and hold harmless LIU, members of the board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, but without being limited to, court costs, arbitration costs, administrative proceedings or audits and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably

ALN #: 84.027

Project #: 062-27-0018

Federal Award #: H027A260093

paid or incurred in connection with any civil action, criminal action, administrative proceeding, arbitration proceeding or audit or any other type of proceeding or action instituted or threatened against LIU, members of the board, officers, agents, servants, and employees by reason of any act or thing alleged to have been done or omitted, including negligent acts or omission, by the district, a member of its board, officers, agents, servants, and employees in the administration of the district's IDEA allocation or compliance with the terms, conditions, duties and responsibilities set forth in Exhibit 1.

The district agrees to receive the following from the LIU18 consortium with their 2026-2027 IDEA funds:

- ☒ Training and Consultation Services (TAC)
- ☒ Transition Services
- ☒ Extended School Year (ESY) Programming
- ☒ Pass-through funds

The district agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Intergovernmental Agreement the 1st day of July, 2026.

LIU #18

Wyoming Valley West School District

Dr. Anthony Grieco
Executive Director

Dr. Charles Suppon
Superintendent

ALN #: 84.027
Project #: 062-27-0018
Federal Award #: H027A260093



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

570.285.8200 570.285.8201

barryisett.com

September 1, 2026
Project #1093426.000

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

Dear Dr. Suppon:

RE: WYOMING VALLEY WEST SD – 3RD AVENUE ELEMENTARY RENOVATION
Kingston Borough, Luzerne County, Pennsylvania
Proposal for Survey and Civil Engineering Services

In accordance with your request, Barry Isett & Associates, Inc. (Isett) is pleased to provide this proposal for professional services for the above-referenced project. This proposal is based on our meeting with you on Thursday March 26th and our understanding of the scope of the project.

PROPOSAL BASIS

1. The project site is located at 131 3rd Avenue in Kingston, PA. The site is approximately 6 acres and contains an existing elementary school building, paved parking areas, outdoor play area and ball field area.
2. The District is proposing to renovate the existing building for a special needs school use and will require minor site improvements. The improvements anticipated are either a mill/overlay or asphalt reconstruction of the existing parking lot, potential final paving grade adjustments for drainage, potentially adding storm inlets and piping for drainage, replacement of sections of concrete sidewalk, potential new ADA Ramp, restriping of the parking lot to maximize parking and additional signage for wayfinding.
3. This proposal assumes that the proposed playground improvements will be limited to a new surface coating and minimal equipment. The entire playground design (layout, surface coating, equipment) is assumed to be a separate design by an outside consultant. This proposal does not provide for that design.
4. It is noted that the existing use appears to be a non-conforming use in the R-3 Zoning District. As the use is not changing and building is not being expanded, this proposal assumes that zoning approvals related to the non-conforming use will not be required. In addition, this proposal assumes that the existing site is grandfathered and no zoning variances for parking, setbacks or other dimensional variances will be required.
5. Isett is proposing a partial boundary retracement survey and partial topographic survey of the project area. Should a full boundary survey or complete topographic survey of the entire property be required, additional services will be required.

6. This proposal assumes that Land Development approvals with Kingston Borough or Luzerne County will not be required and site plans will be included as part of the building permit application to be submitted by others.
7. The Borough limits earth disturbance to 10,000 square feet before a Stormwater Management Plan & Permit are required. This would require addressing stormwater rate, volume and quality; thus, requiring new stormwater management systems be installed. As such, stormwater infiltration testing would also be required. As the overall scope of the project and earth disturbance has not been determined, this proposal assumes that disturbance will not exceed 10,000 square feet (SF) and a Stormwater Management Plan & Permit will not be required. Should that limit be exceeded, a separate task has been provided for stormwater management design, calculations and an application to the Borough. Stormwater Infiltration Testing has also been included in the event it is required.
8. This proposal assumes that earth disturbance will not exceed 1-acre, and a National Pollutant Discharge Elimination System (NPDES) Permit will not be required. Further, this proposal assumes that the Borough will not require Erosion & Sediment (E&S) Control Plan approval from the Luzerne Conservation District and preparation of a formal E&S Report with supporting calculations is not included.
9. This proposal assumes that no new utility services (water, sewer, gas, electric) will be required and does not include contacting authorities for allocations or approvals. Furthermore, it is assumed that this project will not result in an increase in water demand or sanitary sewer flows.
10. This proposal does not include Geotechnical Engineering services.
11. This proposal does not include site lighting design.
12. This proposal does not include an asbestos or lead paint investigation of the existing building, a Phase I Environmental Site assessment of the site nor any soil sampling of materials at the site.
13. Our scope excludes preparing detailed construction cost opinions, but Isett can provide budgetary data as an additional service. *NOTE: If Owner desires more confidence, Isett can coordinate one or more independent cost opinions by contractors or 3rd-party consultants as a further additional service.*
14. Underground facilities will be indicated based on ground-visible features and locations marked by the PA One Call System and a Subsurface Utility Engineering Quality Level B. If additional utility investigations are required such as camera scoping and/or soft vacuum excavations, additional services will be required.
15. The setting of any unmarked corner monumentation is not provided for in this scope as the number of corners is unknown at this time.
16. Construction Phase Services are included in this proposal as an hourly rate service as the scope of services is undefined at this time.
17. This proposal does not include special inspections/testing during construction, construction stakeout or an as-built survey. A separate proposal is being issued for special inspections/testing during construction.
18. This proposal assumes the Construction Manager will assemble all front-end bid documents, put the project out to bid and manage the project during bid and construction.

Our Scope of Services is limited to the following:

SCOPE OF SERVICES

A. Survey

1. Perform a partial retracement survey of the adjacent portion of the Davis Street and railroad right-of-way. This scope includes deed/plan document research at the county courthouse, plot-obtained information, conducting on-site fieldwork to locate boundary evidence, and performing boundary calculations and analysis. The horizontal basis of bearings will be Pennsylvania North State Plane Coordinate System (NAD83), the vertical datum will be NAVD88 (GEOID18). Services will be performed under the direct supervision of a Professional Land Surveyor as required by Act 367 "Professional Engineers Law". Remainder of property boundary will be based on plotting the deed of record.
2. Conduct a Pennsylvania Utility Line Protection Act, Act 287 of 1974, as amended, (PA One Call) notification and map or tabulate the utility responses.
3. Provide a topographic survey of approximately 2.80 acres of the already developed lot (non-wooded areas). This scope includes fieldwork to determine the location and elevation of existing site features such as, but not limited to, buildings, structures, field visible above ground utilities, edges of pavement, driveways and sidewalks.
4. Prepare a signed and sealed Topographic Existing Features Plan depicting the above-mentioned area, located site features and boundary.

NOTES:

- a) *This proposal is based on our survey experience and the information currently provided to us. Based on that information and our familiarity with the area, we do not anticipate a problem, but on occasion difficult survey issues can arise. These issues can include such things as gaps, overlaps, encroachments, poorly written deeds, insufficient or conflicting corner markers, or adversarial neighbors. If during the preparation of the survey we encounter such difficulties, we will contact you to discuss the problem and prepare a plan of action to rectify the issues. If it is determined that additional services are required, a separate proposal will be provided.*
- b) *This proposal does not provide for an investigation of underground utilities, commonly referred to as subsurface utility engineering. The Owner will be responsible to identify the location of all subsurface utilities not covered under the jurisdiction of PA One Call. If additional measures are required to locate underground utilities, a separate proposal will be provided.*

B. Subsurface Utility Investigation

1. Contract with a subsurface utility engineer to scan the project area for underground utilities. Scanning to include use of inductive and passive electromagnetic locators and ground penetrating radar. Scope to include field markings and a report documenting horizontal locations and approximate depths. This proposal includes up to two days of field work.

NOTE: This proposal does not provide for performing soft vacuum excavation services or videoing of any existing utility lines. Separate proposals can be provided if requested for those services.

C. Pavement Cores

1. Complete up to twelve pavement core samples to verify the depth and composition of installed material and fill each core location with cold patch.
2. Prepare a data report that summarizes pavement cores and findings.

D. Civil Engineering

1. Perform a site visit to review site conditions and drainage patterns.
2. Evaluate results of pavement cores and conceptualize pavement repair strategy to minimize earth disturbance below Borough thresholds.
3. Prepare a design for pavement reconstruction and/or mill & overlay.
4. Evaluate drop off circulation and potential movements based on site constraints.
5. Prepare a parking layout/stripping plan to maximize parking on the site.
6. If required, prepare the design of an additional ADA ramp at one of the existing building entrances. This proposal assumes that any walls or connections to the existing building will be detailed by the Architect and/or Structural Engineer.
7. Evaluate existing topography for stormwater drainage and determine if drainage can be accommodated with surface grading changes or if storm structures are required.
8. If required/feasible, prepare the design of additional on-site storm inlets & piping to capture and convey run-off to an existing system in Davis Street. *This proposal does not provide for the analysis of the existing storm sewer system and assumes no upgrades are required.*
9. Prepare the following progress design and Final Construction Plans for the project:
 - a. Existing Features/Demolition Plan
 - b. Site Layout/Improvement Plan
 - c. Grading Plan
 - d. Erosion & Sediment Pollution Control Plan
 - e. Construction Details
10. Prepare written technical specifications for site improvements.
11. Attend up to one meeting with Kingston Borough to informally review the project and discuss approvals/permits required.
12. Attend bi-weekly in person design team meetings with the Client, Construction Manager and Architect to review construction plans and documents. An assumption of eight meetings has been allotted for in this proposal.
13. Attend weekly virtual design team meetings with Construction Manager and Architect to review progress. An assumption of thirteen meetings has been allotted for in this proposal.
14. Attend progress update meetings with School Board (if requested) to review progress, updates, etc. An assumption of three meetings has been allotted for in this proposal.
15. Submit final Construction Plans and Technical Specifications to Construction Manager for incorporation into overall bid documents and for building permit application.
16. Assist Construction Manager and/or Architect with preparation of building/zoning permit application.
17. As requested, evaluate potential options for relocating modular classroom units to the site in the future and outline future impacts to site locations, parking, utilities and additional regulatory approvals.

E. Bid/Construction Phase Services

1. If requested, attend one pre-bid meeting with Client, Construction Manager and Architect.
2. Assist with responding to bidding questions or clarifications and provide addendum sketches if required.

3. Attend one pre-construction meeting with the Client, Contractor and Architect.
4. Review shop drawings, submittals, and substitution requests related to Isett designed/specified items. *A total of 10 hours has been allotted for this task.*
5. Answer Requests for Information from the contractor during construction. *A total of 16 hours has been allotted for this task.*
6. Provide general coordination services with Construction Manager, Client and/or Architect during construction as it relates to questions and direction on site improvements.
7. Attend construction progress meetings with Client, Construction Manager, and Contractors to review project progress as requested. *A total of five meetings has been allotted for this task.*
8. Provide site visits during construction for the purpose of observation and answering questions, not for approval of work. Site visits are to be coordinated with the Client/Construction Manager and conducted with Client's prior approval. A written report will be provided for each site visit. The contractors will remain responsible for means, methods, sequence, and safety. *A total of three site visits has been allotted for this task.*
9. Perform one final site punch list inspection and prepare a written memo outlining any observation notes for distribution to Construction Manager and Client.

Additional Services If Required

F. Stormwater Management Design (If Required)

1. Assuming earth disturbance exceeds 10,000 SF, prepare a stormwater management concept to address Borough Ordinance requirements regarding stormwater detention and infiltration.
2. Prepare stormwater design calculations in accordance with Borough requirements for a pre-development and post development analysis. Prepare the design of one subsurface infiltration basin for both rate and volume controls. *This proposal assumes that on-site soils are suitable for infiltration.*
3. Prepare a Stormwater Management Report including a narrative with supporting calculations.
4. Prepare a Stormwater Management Plan in accordance with Borough requirements including details for stormwater management system.
5. Prepare a Stormwater Management Permit Application to Borough of Kingston and submit documents for review.
6. Respond to up to one round of review comments from Borough. *The fee estimate provided in this proposal assumes that comments will be minor and will not require layout changes.*

G. Stormwater Infiltration Evaluation (If Required)

Isett will evaluate the project site to determine the feasibility of the soils to infiltrate stormwater in the locations where stormwater management is proposed. This test will target areas specified by the design engineer and will include test pit excavations to classify soil conditions and identify limiting zones, if present. Isett will provide up to sixteen hours of field time to review soil conditions and evaluate feasibility for stormwater infiltration.

1. Subcontract an excavating contractor to assist with the stormwater infiltration evaluation. The contractor will be selected based on their experience in performing quality field investigations of a similar nature.
2. Utilize the Pennsylvania One Call system to locate and identify public utilities present within work area. Isett is not responsible for any damage or disruption to unmarked subsurface

utilities. Information regarding private subsurface utilities on the site must be provided by the property owner. If the location of private subsurface utilities cannot be provided, Isett can subcontract a subsurface utility locator to identify the location of buried utilities within the work area as an additional fee.

3. Locate the stormwater infiltration test areas in the field using handheld GPS and/or existing features as reference. Elevations at stormwater infiltration test location(s) will be approximated using available topographic information.
4. Excavate test pits using a rubber-tire backhoe and perform two double-ring infiltrometer (DRI) tests at each test pit location.
5. Measure the depth of groundwater within each test pit upon completion and prior to backfilling the test pit.
6. Evaluate soils to identify potential limiting conditions and perform infiltration testing at selected locations and elevations. Infiltration testing will be performed with DRI and in accordance with the Pennsylvania Department of Environmental Protection's Stormwater Best Management Practices Manual.
7. Adjust location, depth, and quantity of the stormwater infiltration tests as infiltration data becomes available throughout the preliminary stormwater infiltration evaluation to optimize the value of incoming data.
8. Excavations will be backfilled to existing grade. Upon completion of backfilling the test pits, the areas will be restored to match existing surface conditions. Settlement of the soils at the test pit locations should be anticipated. Restoration of turf and/or landscaping in the area(s) where testing is completed is to be Owner's responsibility.
9. Prepare a Preliminary Stormwater Infiltration Evaluation Report, including a general description of the soil conditions encountered, the depth to observed limiting features, a site plan to identify the approximate test locations, a summary of the preliminary infiltration test results, and recommendations for stormwater control management design. The report will be sealed by a Licensed Professional Geotechnical Engineer or Geologist.

NOTES:

- a. *This proposal assumes the Client will perform any lot clearing necessary to obtain access to various parts of the site to perform testing.*
- b. *Additional infiltration testing can be provided as an additional service should the design parameters change; if initial tests do not yield desired results; or if requested by review agencies.*
- c. *The municipality may need to witness the test excavations. All fees required by the reviewing agencies are the responsibility of Client/Owner.*
- d. *Isett is not responsible for any damage to existing vegetation.*
- e. *Excavations will be backfilled to existing grade. Settlement of the soils at the test pit locations should be anticipated. Restoration of turf and/or landscaping in the area(s) where testing is completed is to be Owner's responsibility. In areas of existing asphalt, test pit locations will be patched with cold patch.*

SCHEDULE

Upon written authorization to proceed, we shall mutually establish a schedule for this project.

COMPENSATION

The fees for services shall be provided on an hourly rate basis plus reimbursable expenses in accordance with the attached rate schedule. The following fee estimates are provided for budgeting purposes:

A. Survey	\$ 8,500.00
B. Subsurface Utility Investigation	\$ 4,500.00
C. Pavement Cores	\$ 3,600.00
D. Civil Engineering	\$ 35,000.00
E. Bid/Construction Phase Services	\$ 18,000.00

Additional Services If Required

F. Stormwater Management Design (If Required)	\$ 15,000.00
G. Stormwater Infiltration Evaluation (If Required)	\$ 12,000.00

Credit card payments are subject to a 3% fee.

QUALIFICATIONS/EXCLUSIONS

1. Any and all review/submission fees required by the reviewing agencies are Client's responsibility.
2. The following services are specifically excluded from this proposal:
 - a. Land Development/NPDES Design/Approvals
 - b. Water & Sewer Allocations, permitting, sewer planning
 - c. Site Landscaping Design
 - d. Transportation Impact Study
 - e. Geotechnical Engineering Services
 - f. ALTA Survey or Review of Title Report
 - g. Design of Business/Property Signs
 - h. Site Electric/Telecom Design
 - i. Site Lighting Design
 - j. Asbestos Investigation
 - k. Retaining Wall Design
 - l. As-Built Survey
3. The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage, postage, next day mail, preparation of materials for electronic transfer, reproductions, photographs and construction prints.
4. 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 Client/Owner. Examples of items outside the scope of work include additional meetings and tasks not specifically listed above.
5. This proposal is based upon preparing one complete design in accordance with codes and regulations in effect as of this date. Revisions to the design necessitated by changes in codes or regulations, changes to the initial scheme requested by the client/owner, unusual or indecisive interpretations or requirements by the state or municipality or other factors beyond Isett's control will require additional compensation to be negotiated.
6. 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 2027. Should the project be extended through no fault of Isett, we reserve the right to renegotiate the remaining services.

7. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately.
8. 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,



Gregg Pavlick
Vice President
Northeast Region

Attachments

ACCEPTED BY:

(Sign name)

DATE: _____

(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

CIVIL/SURVEYING – 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. Our professional services will be performed, our findings will be obtained, and our recommendations prepared in accordance with generally accepted principals of surveying and engineering practices. This warranty is in lieu of all other warranties either expressed or implied.

3.2 Boundary surveys shall be based upon deeds of record and available physical evidence. Unless otherwise specified, Engineer's services do not include research beyond that which is necessary to provide data relative to establishment of boundary lines; rights-of-way, easements, and other matters which may affect the property are specifically excluded except as otherwise provided.

3.3 Plans, drawings, and supporting information required for municipal review shall be prepared in accordance with applicable ordinances and in accordance with Client's instructions. Modifications required by the municipality, or Client shall be made at Client's expense. Due to frequent changes in rules, regulations and interpretations by authorities, Engineer cannot guarantee that any submission will be considered complete or that any agency will issue a permit or approval.

3.4 The location of underground utilities, if shown, shall be based upon surface evidence and/or utility records. Client agrees to advise Engineer of known or suspected underground features or structures which could affect services provided herein, and further agrees to hold Engineer harmless for damages to underground structures where locations are based upon available information, or were not called to Engineer's attention.

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 the 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 exonerate the 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 subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense 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 subconsultants 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, or 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 "Judith 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 subconsultants 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 to 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 subconsultants 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.

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 subconsultants 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 subconsultants 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 Headquarters 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 subconsultants 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, contract 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 subconsultants 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.



DESIGN

FIELD

PUBLIC



EXPERTISE



Project Management & Construction Services



Civil Land Development



Structural Engineering



Mechanical / Electrical / Plumbing Engineering & Fire Protection



Forensic Building Investigation



Environmental Consulting



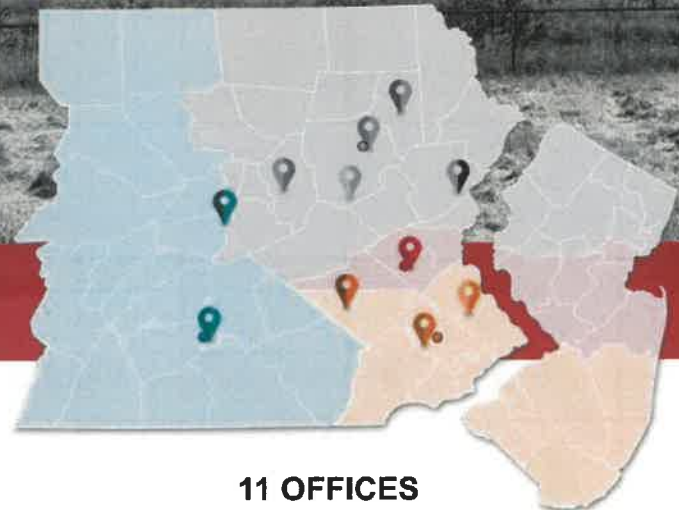
Geotechnical Engineering



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
● Bloomsburg | 570.455.2999
● Hazleton | 570.455.2999
- NORTHEAST — ● 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



Special Inspections & Construction Materials Testing

WYOMING VALLEY WEST SCHOOL DISTRICT - 3RD AVENUE SCHOOL
450 North Maple Avenue, Kingston, PA 18704

August 31, 2026





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

570.285.8200 610.481.9098

barryisett.com

August 31, 2026
Project #: 1093426.000

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

RE: Construction Materials Testing and Inspections Services

Scope of Work: Barry Isett & Associates, Inc. (Isett) will provide Construction Inspections and Materials Testing services for the proposed renovations and associated site work. The following inspection and testing are typically seen:

- Inspection of foundation soils
- Inspection of soil backfill placement/compaction
- Structural steel bolting and/or welding
- Reinforcing steel and concrete material inspection/testing
- Masonry review and Inspections
- Inspection of fire-resistant penetrations and joints
- Structural backfill beneath paved areas
- Asphalt subgrade/subbase inspections
- Asphalt placement observation and compaction testing

These services can be performed as requested or as necessary. Fees for these services will be billed on a time and materials basis in accordance with the attached rate sheet.

Isett to be scheduled by the Client, or their representatives, for any required and/or desired site visits. **All Client/Owner personnel requested services outside the Scope of Work above are assumed to be authorized and approved for performance and billing and will incur related fees.** A field report will be provided for each day's visit, as well as a lab report for each individual sampled material test, with results submitted at the agreed upon intervals (to be determined). Field and laboratory reports will be distributed weekly to the client, unless a report reflects a deficiency or issue which requires earlier attention.

In reference to the attached rate sheet, the following categories are expected to apply:

- **Field Technician** includes general site inspections such as soil bearing testing, concrete steel reinforcement inspection, concrete sampling/testing, soil inspections/backfill observations, compaction testing, asphalt compaction testing, masonry testing, field report preparation, and next-day specimen pick-ups.
- **Special Inspector** includes specialty ICC inspections such as structural steel bolting and/or welding and SFRM fireproofing inspections if requested/required.

Authorization for Services

- **Project Management** includes the attendance of pre-construction and/or regular interval job meetings (if requested), as well as weekly review and distributions of daily field reports and/or compressive strength reports.
- **Materials Testing** for the compressive strength of concrete and/or masonry specimens, laboratory soil classifications, and laboratory proctors of soil and/or aggregates to be billed per the rate sheet line items

Estimated Cost of Services: (billed hourly in accordance with attached rate sheet).

Construction materials testing services will be invoiced on a time and materials basis, in accordance with the attached rate schedule. The estimated cost of services/initial allowance above is a summary of Isett's assumptions, sequencing predictions, quantities, and durations based, the construction documents, and our experience with projects of similar size and complexity. ***The actual cost of services will be dependent upon the construction schedule; material sampling frequencies required; weather conditions; contractor performance and efficiency; material delivery delays; and other unforeseen circumstances.*** This proposal includes estimated fees by task for Client's budgeting purposes. If requested, Isett's monthly invoice will list the estimated billing limit and total task fee used to date.

Qualifications/Exclusions:

1. Client acknowledges that scheduling and/or receiving on-site services constitutes acceptance of the current hourly and unit rate schedule and terms and conditions and authorizes monthly billing for services rendered. Client execution of this proposal must precede transmittal of any field reports or test results.
2. CMT field technician/special inspector services performed in conjunction with site visits where a daily field report is warranted, will be invoiced to the nearest ¼ hour, on a portal-to-portal basis, and shall be subject to a 4-hour minimum charge.
 - a. Sample/specimen transport services absent from a related site visit will be charged hourly, on a portal-to-portal basis, no minimum.
3. At least 72 hours' notice to schedule personnel is required prior to the first site visit at the start of the project or after a substantial discontinuity of on-site services. During construction, a 24-hour minimum notice for scheduling of field inspections and testing services is required. If staff mobilizes prior to notification of schedule change/cancellation, travel costs and cancellation report time will be billed, and at Isett's discretion, 4-hour minimum charge may apply (see below for additional provisions specific to overtime service).
4. Should service time exceed eight hours on any given day, the client will be billed an overtime rate of 1.5 times the hourly rate (in accordance with the current rate sheet) for services provided. In addition, the client will be billed 1.5 times the hourly rate for services provided on weekends and holidays (excludes specimen transport following concrete placement). The following will be subject to a 1.5 times overtime rate (excluding specimen transport following concrete placement):
 - a. Service time exceeding 8 hours on a given day.
 - b. Weekends
 - c. Holidays
5. Upon two business days' advance written request, Isett can arrange its staffing to accommodate 2nd and 3rd shift for services within our scope. In consideration of the impact on our staffing, Isett requires 24-hour notice of cancellation for scheduled work between the

Authorization for Services

hours 5 PM and 5 AM. If a cancellation notice is not provided, Isett reserves the right to bill up to eight hours (in accordance with the current rate sheet) for the anticipated service.

6. The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage, approved sub consultant/contractor services, next day mail, preparation of materials for electronic transfer, and reproductions.
7. Service outside the Scope of Work requested by Client/Owner, or their representatives (verbally or in writing), are assumed to be approved and will be billed in accordance with the current rate sheet. Additional services requested by others will be referred to Client for approval.
8. Should the subject project extend beyond the current calendar year, a newly issued rate schedule will apply.
9. When project work is suspended for more than 60 days during construction or from construction start, fees and the associated budgetary estimate will be equitably adjusted.
10. Insurance coverage or limits (including professional liability insurance) requested in excess of that normally carried would be a reimbursable expense and itemized separately. If required, we will instruct our carrier to submit a copy of the insurance certificate to your office.
11. The attached rate schedule and standard contract terms and conditions are incorporated herein by reference and made part of this agreement.
12. Isett's field inspections and special inspection program are performed to observe and/or test material(s) used and/or work performed by the Contractor(s) identified, confirm compliance with contract documents, and report findings/results to the Client. Regardless of the presence and activities of Isett personnel, the Engineer of Record (EOR) retains sole design responsibility, and the Contractor(s) retains sole responsibility for site safety, means, methods, operations, construction sequence, and compliance with the contract documents.
13. Isett shall not, during such visits or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work nor shall Isett have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. It is the responsibility of the contractor to provide safe access to Special Inspection areas by means of ladders, work platforms, automated lifts, or other suitable means, as mutually agreed to with the special inspector.

Authorization for Services

If, after you have reviewed this Authorization for Services 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 Authorization for Services is valid for 60 days from issuance.

Accepted:**Approved:****Client:****Firm:**

Signature

Signature

Printed Name & Title

Calvin Shipwash
Operations Manager, Northeast PA

*Printed Name & Title***Date:** _____**INVOICING:**

(Email contact name)

*(Email address/cc'd)***REPORT DISTRIBUTION:**

(Email contact name or project management software)

(Email address/cc'd or Administrator contact/email)

Authorization for Services



CQA Staff: <i>HOURLY RATES</i>	I	II	III	IV
Project Management	\$160	\$195	\$215	\$235
Field Technician/Special Inspector (<i>see note 2</i>)	\$85		\$125	

Field Division Staff: <i>HOURLY RATES</i>	I	II	III	IV
Project Management	\$160	\$195	\$215	\$235
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 Forensic Engineer	\$200	\$220	\$240	\$260
Professional Surveyor	\$160	\$195	\$215	\$235
Survey Specialist	\$100	\$120	\$140	\$160
Survey Technician	\$85	\$100	\$120	\$140
Project Support – Assistant/Clerk	\$85		\$100	

Field Services: <i>INSPECTION & TESTING</i>	
Field Technician – Hourly Services	Call for Pricing Services
Construction Observation, Monitoring & Oversight	Diamond Tip Coring – Asphalt & Concrete
Nuclear Density Compaction Testing – Asphalt, Soils & Aggregates	Direct Push Sampling – Interior & Exterior
Soil Bearing Testing	Subfloor Moisture Testing
Concrete Field Testing	Testing, Adjusting, & Balancing
Structural Steel Framing/Welding/Bolting Special Inspections	Sinkhole Investigation & Remediation Oversight
Masonry Field Testing – Mortar & Grout	Concrete Maturity Testing
Proof Roll Observations	Anchor Pull Testing
Steel Reinforcement Inspections	Building System Commissioning
Special Inspector – Hourly Services	Pipe Inspection Camera Services
Floor Flatness/Floor Levelness Testing	NDT Weld Testing
Structural Steel Framing/Welding/Bolting Special Inspections	In situ Concrete Testing – Rebound Hammer/Windsor Probe
Post Installed Anchor Inspections	Stormwater Critical Stages Oversight
EIFS Special Inspections	MSE Retaining Wall Oversight
Fireproofing Inspections – SFRM & TFIFRM	Indoor Air Quality Monitoring
Torque Testing	Vapor Barrier Testing
*** Call for Field Services not listed. ***	

Construction Quality Assurance Fee Schedule

Effective 1/1/2026

Laboratory Services: <i>CEMENTICIOUS</i>	Rate
Compressive Strength Testing (ASTM C39)	
4x8 Molded Cylinders	\$20/specimen
6x12 Molded Cylinders	\$24/specimen
Flexural Strength of Beams (ASTM C293)	\$85/specimen
Mortar Compressive Strength (2-inch cubes/3 per set) (ASTM C780)	\$18/specimen
Grout Prism Compressive Strength (4 per set) (ASTM 1019)	\$18/specimen
*** Call for Laboratory Services not listed. ***	

Laboratory Services: <i>SOIL & AGGREGATE</i>	Rate
Soil Classification (ASTM D2487)	\$200
Lab Compaction – Modified/Standard (ASTM D1557/ASTM D698)	\$225
Gradation – Hydrometer (ASTM D422)	\$250
Gradation – Mechanical (ASTM D6913 & C136)	\$100
Atterberg Determination (ASTM D4318)	\$65
Specific Gravity of Soil (ASTM D854)	\$95
Moisture Content (ASTM D2216 & C566)	\$40
pH of Soils (ASTM D4972)	\$25
Specific Gravity/Absorption – Coarse/Fine (ASTM C127/ASTM C128)	\$145
Soundness of Aggregates (ASTM C88)	\$265
L.A. Abrasion (ASTM C131)	\$165
*** Call for Laboratory Services not listed. ***	

ADDITIONAL NOTES:

1. The standard government mileage rate of 70.0 cents per mile will be charged to and from site.
2. CQA Field Technician/Special Inspector services performed in conjunction with site visits are invoiced to the nearest ¼-hour, on a portal-to-portal basis, and shall be subject to a 4-hour minimum charge.
3. Daily field/laboratory report preparation, review, and distribution will be billed in accordance with the hourly rate schedule. A \$500 mobilization charge may apply to specialty equipment (core machines, load cells, F_F/F_L, etc.)
4. Sample pick up fees will be charged hourly, plus mileage, if an independent site visit for sample collection/pick up is necessary. (4-hour minimum charge does NOT apply)
5. An overtime rate of 1.5 times the hourly rate will be assessed for services provided in excess of 8 hours per day, weekends, and holidays.
6. 24-hour minimum notice is requested for scheduling of all field inspections and testing services. In the event field staff mobilizes prior to notification of schedule change, client is subject to travel/cancellation report charges.
7. 24-hour notice of cancellation is required for scheduled work between the hours 5PM and 5AM. If cancellation notice is not provided, Isett reserves the right to bill up to 8 hours in accordance with the hourly rate schedule.

CONTACT INFORMATION:

AJ Schwartz, Department Head
Construction Quality Assurance

 484.866.4817  aschwartz@barryisett.com  barryisett.com/construction-inspection

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

Construction Quality Assurance Fee Schedule

Effective 1/1/2026

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 subconsultants 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 subconsultants 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.

11.1.1 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. 11.2 All claims, disputes, and other matters in question between Engineer and Client, not in excess of \$300,000, arising out of or relating to the contract documents or the breach thereof, shall be resolved as follows:

11.3 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 11.4.

11.4 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. 11.5 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 subconsultants 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 to Client's sole cost and expense to indemnify, defend and hold harmless Engineer, its subconsultants, 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 subconsultants 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.



DESIGN

FIELD

PUBLIC



EXPERTISE



Project Management & Construction Services



Civil Land Development



Structural Engineering



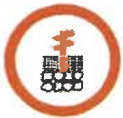
Mechanical / Electrical / Plumbing Engineering & Fire Protection



Forensic Building Investigation



Environmental Consulting



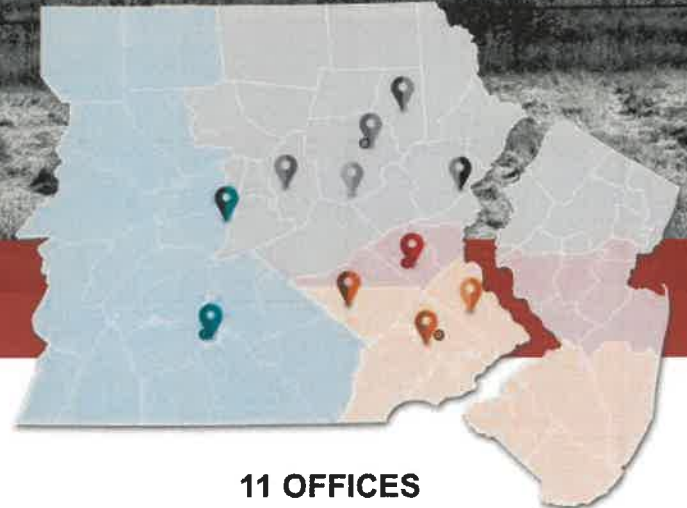
Geotechnical Engineering



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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

2 PAGES

TO OWNER:

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

PROJECT: District Wide Construction
Management Projects

APPLICATION NO: 4

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR:

Apollo Group, Inc.
601 Wyoming Ave.
Kingston, PA 18704

VIA ARCHITECT: Attn: Rob Kachurak

PERIOD TO: 9/4/2026

PROJECT NOS: 24048

CONTRACT FOR:

Construction Management

CONTRACT DATE: 1/1/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Reimbursables	\$	171,899.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	171,899.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	171,899.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	171,899.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	101,712.18
8. CURRENT PAYMENT DUE	\$	70,186.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

REIMBURSABLES SUMMARY	ADDITIONS	DEDUCTIONS
Total reimbursables approved in previous months by Owner	\$101,712.18	
Total approved this Month	\$70,186.82	
TOTALS	\$171,899.00	\$0.00
NET CHANGES by REIMBURSABLES	\$171,899.00	

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 herein is now due.

CONTRACTOR: Apollo Group, Inc.

By: 

Date: _____

State of: Pennsylvania
Subscribed and sworn to before me this _____ day of _____
Notary Public: Christy L Scavo
My Commission expires: _____

County of: Lehigh
NOTARIAL SEAL
Christy L Scavo, Notary Public
City of Kingston, Luzerne County
My Commission Expires 05/12/2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with 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 or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/4/2026

Use Column 1 on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 24048

[illegible]

CONTINUATION SHEET

ALA DOCUMENT G703

PAGE 3 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4

APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/4/2026

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: 24048

[illegible]

	25912 - Repair Lights at Stadium			26222 - Middle School TKE Elevator Upgrades			26227 - Dana St Modulars			26267 - Crosswalk Grant Budget			59543 - Scoreboards for Stadium/Gym		
	7/5/26-8/30/26			7/5/26-8/30/26			7/5/26-8/30/26			7/5/26-8/30/26			7/5/26-8/30/26		
	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total	Hours	Rate	Total
Project Executive		\$100.94	\$0		\$100.94	\$0	82	\$100.94	\$8,277		\$100.94	\$0		\$100.94	\$0
Project Manager		\$92.70	\$0	28	\$92.70	\$2,596	154	\$92.70	\$14,276		\$92.70	\$0		\$92.70	\$0
Project Engineer		\$75.19	\$0		\$75.19	\$0	91.5	\$75.19	\$6,880	1	\$75.19	\$75		\$75.19	\$0
Project Supt.		\$87.55	\$0		\$87.55	\$0	155	\$87.55	\$13,570		\$87.55	\$0		\$87.55	\$0
Project Supt. MEP		\$89.61	\$0		\$89.61	\$0		\$89.61	\$0		\$89.61	\$0		\$89.61	\$0
Scheduler		\$70.04	\$0		\$70.04	\$0		\$70.04	\$0		\$70.04	\$0		\$70.04	\$0
Estimator		\$77.25	\$0		\$77.25	\$0		\$77.25	\$0		\$77.25	\$0		\$77.25	\$0
Project Admin		\$46.35	\$0		\$46.35	\$0	4	\$46.35	\$185		\$46.35	\$0		\$46.35	\$0
Carpenter		\$80.34	\$0		\$80.34	\$0	42	\$80.34	\$3,374		\$80.34	\$0		\$80.34	\$0
Reimbursable Labor			\$0			\$2,596			\$46,563			\$75			\$0

Material

Electrical Bill	\$2,975	Electrical Bill	\$9,297.96	Lehigh Const. Sales	\$	148.88	Electrical Bill	\$8,229.38
				Lehigh Const. Sales	\$	362.48		
				FBM	\$	339.20		
				Bassler	\$	49.03		
				Bassler	\$	65.13		
				Bassler	\$	63.26		
				Bassler	\$	37.95		
				Forty Fort Borough	\$	75.00		
				Forty Fort Borough	\$	2,023.00		
				Reeves Septic	\$	98.92		

Total	\$9,297.96	Total	\$3,262.85	Total	\$0.00	Total	\$8,229.38
Plus markup	\$9,297.96	Total	\$3,425.99	Total	\$0.00	Total	\$8,229.38

Total Amount Due -> **\$70,186.82**

Intergovernmental Agreement for Network Equipment Colocation

This Agreement is entered into this _____ day of _____, 2026, by and between the Wyoming Valley West School District ("District") and the Luzerne Intermediate Unit ("IU").

1. Purpose & Scope

The District agrees to provide space at its facility located at the Wyoming Valley West Middle School for the installation, operation, and maintenance of IU's network equipment and associated service provider connections (the "Equipment") required for the NEPA WAN.

2. Space Allocation & Environment

The Space: The District will provide a designated, secure area within the current network room at the Wyoming Valley West Middle School suitable for the Equipment. The IU will supply a lockable network rack, an uninterruptible power supply, and all networking devices.

Environment: The District will make reasonable efforts to maintain a clean, climate-controlled environment (temperature and humidity) consistent with standard IT equipment rooms.

3. Electrical Connections & Utilities

Power Supply: The District will provide necessary electrical power connections (specify voltage/amps if known: e.g., standard 120V AC power) to ensure continuous operation of the Equipment.

Utilities: The District will provide reasonable access to network service providers to install fiber-optic cabling in the existing network room, using the existing building infrastructure.

Backups: Unless explicitly stated otherwise, the District is not responsible for providing uninterrupted power supply (UPS) backups or generator power beyond what is standard for the facility.

4. Site Access

Routine Access: The District grants the IU's team access to the designated space for installation, configuration, testing, and routine maintenance.

Check-In Procedures: IU's team agrees to comply with all District security protocols, including signing in at the main office, wearing identification badges, and scheduling visits during standard operating hours whenever possible.

Emergency Access: The District will provide a contact protocol allowing the IU 24/7 access to the facility in the event of a critical network outage or emergency.

Clearances: As a Pennsylvania education agency, the LIU complies with the Pennsylvania School Code, the Pennsylvania Department of Education (PDE), and any other rules and/or regulations regarding the hiring and administration of personnel. All LIU staff members and independent consultants who may be assigned to work with the District have met applicable

standards for hiring and for completing background checks and clearances, including Act 34, Act 151, and Act 114 background checks, as well as TB/physical exams, as required by the PA School Code. Upon the District's written request, the LIU will provide a copy of all clearances to its employee(s) and consultants who are providing services to the District, and the employee or consultant will present them to the SD; the LIU shall not forward clearances directly to the SD.

5. Term & Termination

Term: This agreement will begin on June 1, 2027, and continue for 5 years until July 1, 2032.

Renewal: This agreement will automatically renew for successive one-year terms unless either party gives 60 days' written notice prior to renewal.

Termination for Convenience: Either party may terminate this agreement at any time, with or without cause, by providing 120 days' advance written notice to the other party. Upon termination, IU will have 90 days to safely remove all Equipment and restore the space to its original condition.

5.1 Non-Monetary Consideration: As compensation for the provided facility space, electrical utilities, and site access, the IU agrees to deduct WAN Management Fees for the Term of this Agreement.

6. Interference & Safety

No Interference: The IU ensures that its Equipment will not interfere with the District's own network, educational operations, or electrical systems.

Compliance: The IU will ensure that all equipment installations comply with local building and electrical codes.

7. Liability & Insurance

Ownership: The Equipment remains the sole property of the IU. The District is not responsible for any damage, loss, or theft of the Equipment unless caused by gross negligence or willful misconduct by District staff.

Insurance: The IU will maintain appropriate commercial general liability insurance covering its operations and equipment on the District's property.

8. Mutual Indemnification

Both parties are protected under the Commonwealth of Pennsylvania's Tort Claims Act (Act), and as such, cannot and shall not be held responsible or otherwise liable for those actions or inactions specifically enumerated under the Act. Based on the foregoing, each party agrees to protect, indemnify, and hold harmless the other party and its agents, employees, directors, officers, affiliates, consultants, and/or contractors from and against any and all damages, injuries (including bodily injury, dismemberment, and/or death), claims, liabilities, and costs (including reasonable attorneys' fees), which arise or may be suffered or incurred in whole or in

part as a result of the acts or omissions of the indemnifying party, its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and whether arising under this Agreement.

9. Independent Contractor Status

The parties agree that the IU is an independent contractor and not an employee, agent, or partner of the District. Neither party has the authority to bind the other or incur obligations on the other's behalf. IU's personnel shall not be entitled to any District employee benefits, workers' compensation, or unemployment insurance.

10. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the provisions concerning conflict of laws. District hereby irrevocably consents to and agrees that jurisdiction and venue for all disputes arising under this Agreement shall lie exclusively with the state and federal courts for Luzerne County, Pennsylvania, and the Middle District of Pennsylvania.

Signatures

By signing below, both parties agree to the terms and conditions outlined in this Agreement.

For the School District:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

For the Luzerne Intermediate Unit:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



CLIENT SERVICES AGREEMENT

Education Division

Sunbelt Staffing, LLC (the "Company") and **Wyoming Valley West School District** whose principal location is 450 N. Maple Ave., Kingston, PA 18704 ("Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services

The Company, a staffing agency in the business of providing supplemental staffing, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify a replacement in a timely manner.

2. Independent Contractor

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. Term of Agreement

This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. Telepractice Services

Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. Insurance

Company will maintain at least the following minimum amounts of insurance:

- a) General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.
- b) Workers Compensation - in accordance with state regulations.
- c) Employer's Liability - \$1,000,000.
- d) Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.
- e) Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.
- f) Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate.

6. Competency and Licensing

Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client



CLIENT SERVICES AGREEMENT

Education Division

requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. Credentialing and Onboarding

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. On-Site Responsibility

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.



CLIENT SERVICES AGREEMENT

Education Division

9. Administrative Responsibilities

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. Workplace Conditions and Reporting of Work-Related Injuries

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants

Any hire or engagement by Client of a Consultant introduced by Company, without Client first utilizing Company's temporary staffing services for that Consultant for at least one school year, will constitute a direct placement resulting from Company's recruiting efforts. In such event, Client will pay Company a recruiting fee equal to \$22,500 or thirty percent (30%) of the Consultant's first-year base compensation (or annualized engagement value), whichever is greater, payable within thirty (30) days of the Consultant's start date. The parties further acknowledge and agree that: a) this provision is intended solely to compensate Company for recruiting and placement services actually performed; b) nothing in this Agreement restricts Client's right to hire any individual; and c) this section shall apply only to the extent permitted by applicable law and shall be construed accordingly. If any portion of this section is determined to be unenforceable under applicable law, it shall be modified to the minimum extent necessary to comply with such law while preserving the parties' original intent.



CLIENT SERVICES AGREEMENT

Education Division

12. Equal Opportunity and Workplace Harassment

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents.

13. Timekeeping and Invoicing

Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.



CLIENT SERVICES AGREEMENT

Education Division

16. Incident and Error Tracking

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause

Client may terminate an assignment or this Agreement upon fifteen (15) days written notice. Client is responsible for all charges and fees prior to notice date and through the 15-day period of notice. If Client is unable to or does not provide fifteen (15) days written notice, Client will be billed for fifteen (15) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.



CLIENT SERVICES AGREEMENT

Education Division

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. Multiple Locations

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither



CLIENT SERVICES AGREEMENT

Education Division

party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or



CLIENT SERVICES AGREEMENT

Education Division

successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Notices

All notices required to be given in writing will be sent to the names/addresses listed below.

To: Sunbelt Staffing, LLC
Attn: Contract Department
501 Brooker Creek Boulevard, Suite A-400
Oldsmar FL 34677
Email: ContractNotices@sunbeltstaffing.com

To: Wyoming Valley West School District
450 N. Maple Ave., Kingston, PA 18704

30. Survival

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.



CLIENT SERVICES AGREEMENT

Education Division

31. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

22052 - Wyoming Valley West School District

Sunbelt Staffing, LLC

Signature

Date

Signature

Date

Print Name

Print Name

Title

Title