

Wilkes-Barre Area School District

AGENDA



Regular Meeting
Monday, May 24, 2021

CURRICULUM/ADMINISTRATION COMMITTEE

Ned Evans, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board.

The Curriculum/Administration Committee respectfully submits the following report and recommendations:

1. That approval be given to enter in an agreement between Wilkes-Barre Area School District and Specialized Education of Pennsylvania, Inc. (formerly The Graham Academy) to provide educational services for the 2021-2022 school year at a per student rate of \$222.00 per day. Speech, Occupational and Physical Therapy will be provided at the per student rate of \$119.00 per hour. The Extended School Year rate per student will be \$115.00 per day. Additional services as needed per IEP will be provided at the rates listed in the agreement. **(Exhibit A)**
2. That approval be given to enter into an agreement between Wilkes-Barre Area School District and FUNctional Connections, LLC to provide ABA based services to the students in the District beginning June 1, 2021 through June 30, 2022. The rates for services are outlined in the agreement. **(Exhibit B)**
3. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Children's Service Center of Wyoming Valley for the Therapeutic Education Program at a cost of \$167.00 per student per day effective the first day of the 2021-2022 school year and ending the last day of the 2021-2022 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. **(Exhibit C)**
4. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Children's Service Center of Wyoming Valley for the Partial Hospitalization Program at a cost of \$126.50 per student per day effective the first day of the 2021-2022 school year and ending the last day of the 2021-2022 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate. **(Exhibit D)**
5. That approval be given to enter into an Agreement with John McElwee, MS, BCBA, BSL, 112 Haverford Drive, Laflin, PA to provide services as an Internal Coach for the District's Autism Support Classes participating in the Pennsylvania Autism Initiative ABA Support program beginning July 1, 2021 through June 30, 2022 at an hourly rate of \$125.00 not to exceed \$12,500 for the year. **(Exhibit E)**
6. That approval be given to enter into an Agreement between the Wilkes-Barre Area School District and Maxim Healthcare Staffing, 2211 Quarry Drive, Suite E-60, Reading, PA 19609 to provide health care services for students as per IEP at rates listed on Attachment A for the 2021-2022 school year. **(Exhibit F)**

CURRICULUM/ADMINISTRATION COMMITTEE

7. That approval be given to enter into an Agreement between the Wilkes-Barre Area School District and New Story to provide an ESY program for 8 students of the Wilkes-Barre Area School District beginning July 1, 2021 through July 30, 2021 at daily rates of \$255, \$350 and \$500 depending upon the specific needs of the student. **(Exhibit G)**

Ned Evans, Chairperson

**AGREEMENT
SPECIALIZED EDUCATION OF PENNSYLVANIA, INC.
AND
WILKES-BARRE AREA SCHOOL DISTRICT**

This is an agreement (“Agreement”) between Specialized Education of Pennsylvania, Inc. (“SESI PA”) and the Wilkes-Barre Area School District (“District”) and includes the following provisions:

1. **Scope of Services.** SESI PA will deliver instructional and related services (the “Services”) to students enrolled in the school (each student, a “Student”) consistent with services set forth in the Student’s individualized educational plans (an “IEP”).

2. **Personnel.** SESI PA staff will conduct the Services in compliance with applicable laws, statutes and Pennsylvania Department of Education rules and regulations.

3. **Records.** District will provide SESI PA with all necessary student records, documents, and IEPs, necessary for SESI PA to effectively deliver the services.

4. **Distance Learning.** When due to government or District mandated actions preventing SESI PA from conducting in-person classes, SESI PA may deliver, in consultation with the District, the Program, in whole or in part, via distance learning to the extent practicable at the fees, rates and payment schedules as set forth in this Agreement.

5. **Student Placement.** The District will identify the students that will be evaluated by the parties using mutually agreed-upon placement criteria and procedures to determine if the Program is an appropriate educational placement. Either party may object in good faith and in the best interest of the student to the student’s placement in the Program. The District shall notify the Contractor in writing once a student has been assigned to the Program. The parties will agree on the Student’s first date of attendance in the Program, and their required related and additional services. If the Contractor suspects that a student assigned to the Program might need a change in educational placement or programming, the Contractor shall promptly notify the District’s Representative.

6. **Fee Schedule.** SESI PA will provide the Services to the Student as set forth in the Student’s IEP and bill the District as set forth in the table below:

SERVICE	COST
TUITION	
Regular School Year Tuition	\$222.00 per day the Student is enrolled in the Regular School Year
Extended School Year Tuition	\$115.00 per day the Student is enrolled in the Extended School Year
New Student Enrollment Fee	\$11.00 one-time charge
RELATED SERVICES	
Speech Therapy	\$119.00 per hour of service delivered
Occupational Therapy	\$119.00 per hour of service delivered
Physical Therapy	\$119.00 per hour of service delivered
ADDITIONAL SERVICES	

Board Certified Behavior Analyst	\$103.00 per hour of service delivered
Applied Behavior Analysis Technician	\$42.00 per hour of service delivered
Professional Counseling Services	\$88.00 per hour of service delivered
Crisis Intervention Services	\$62.00 per hour of service delivered
Toilet Training Assistance	\$26.00 per day the student requires these services
Menstrual Care Assistance	\$130.00 per month the student requires these services

7. **Related and Additional Services.** If the Student’s IEP requires additional interventions, then the District will be billed for Services delivered at the rates and amounts set forth in Section 6.
8. **Billing.** Fees for tuition, related services, and additional services will be invoiced at the rates and amounts set forth in Section 6 on a monthly basis by the tenth (10) day of the following month in which services were provided. All invoices are due and payable within thirty (30) days of receipt.
9. **Term and Termination.** This contract is effective August 1, 2021 and expires on July 31, 2022. Either party shall have the right to terminate this contract at any time upon thirty (30) days written notice to the other party. Upon early termination of the Agreement, the District will pay SESI PA for Services delivered up to and including the date of termination.
10. **Privacy.** SESI PA and its employees are considered “other school officials” with a legitimate educational interest such that they are entitled to access to education records under the Family Educational Rights and Privacy Act, (“FERPA”), 20 U.S.C. §1232g. To the extent the SESI PA comes into possession of Student records and information, and to the extent that SESI PA shall be involved in the survey, analysis, or evaluation of Students incidental to this Agreement, SESI PA agrees to comply with all requirements of the FERPA and the Protection of Pupil Rights Amendment (PPRA). To the extent required by law, SESI PA agrees to comply with the subcontractor 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.
11. **Representatives.** Each Party shall appoint a representative or representatives who shall be authorized to act on behalf of such Party, with whom the other Party may consult at all reasonable times, and whose instructions, requests and decisions shall be binding upon such Party as to all matters pertaining to this Agreement and the performance of the Parties hereunder.

a. **District Representative.** The initial District Representative shall be:

Name: Jim Geiger
Title:
Telephone: (570) 826-7271

Email: jgeiger@wbasd.k12.pa.us

b. **SESI PA Representative.** The initial SESI PA Representative shall be:

Name: Michael Esposito
Title: Regional Vice President
Telephone: (215) 410-8080

Email address: michael.esposito@sesischools.com

12. **Assignment.** Neither party may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required from Customer when Provider assigns or transfers this Agreement or any interest herein to a subsidiary, parent company, or a corporate affiliate of the Provider or in connection with the sale of all, or substantially all the outstanding assets or transfer of a majority interest in ownership or equity of Provider.

13. **Indemnification.**
 - a. **District Indemnification.** The District shall indemnify SESI PA, its officers and employees (“SESI PA Indemnitees”), for any losses, expenses, including reasonable attorney’s fees incurred due to a third-party claim on account of: actual loss of life, bodily injury, personal injury, damage to property, or claims that arise out of or are related to the gross negligence or willful misconduct of the District (“SESI PA Claims”) provided, however, that the District’s indemnification obligations to the SESI PA Indemnitees will be several and not joint, and SESI PA may only seek indemnification from the District for the District’s proportionate share of the SESI PA Claims incurred based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. In no circumstance shall the District be liable for incidental, consequential, special, punitive or indirect damages or lost profits of any kind.

 - b. **SESI PA Indemnification.** SESI PA shall indemnify the District, its officers and employees (“District Indemnitees”), for any losses, expenses, including reasonable attorney’s fees incurred due to a third-party claim brought by a third party on account of: actual loss of life, bodily injury, personal injury, damage to property, or claims that arise out of or are related to the gross negligence or willful misconduct of Graham Academy (“District Claims”) provided, however, that SESI PA’s indemnification obligations to the District Indemnitees will be several and not joint, and the District may only seek indemnification from SESI PA for SESI PA’s proportionate share of the District Claims incurred based on degree of fault as finally determined by a court or arbiter of competent jurisdiction. In no circumstance shall SESI PA be liable for incidental, consequential, special, punitive or indirect damages or lost profits of any kind.

14. **Notice.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to be properly given if transmitted by messenger, overnight courier service or first class certified mail (return receipt requested), in each case postage or other charges prepaid, addressed to the other Party at the address shown below. Any Party may change such address by notice given in such manner. All notices shall be effective upon receipt or refusal of deliver.
 - a. **If to SESI PA:**
Specialized Education of Pennsylvania, Inc.
2 Aquarium Drive, Suite 100
Camden, NJ 08103
Attention: Michael Esposito

With a copy to: Office of the General Counsel, same address as above

b. If to District:

Wilkes-Barre Area School District
730 South Main Street
Wilkes-Barre, PA 18702
Attention: Jim Geiger

15. **Force Majeure.** Neither Party shall be deemed in breach of its obligations under this Agreement because of any delay or failure in the performance of such obligations (other than failure to pay money when due) to the extent such delay or failure is due to circumstances beyond the reasonable control of the Party experiencing such delay or failure, including but not limited to acts of God; unusually severe weather conditions; widespread illness or disease outbreak, computer virus, strikes or other labor difficulties; war; riots; earthquakes; public disturbances; epidemics; requirements, actions or failures to act on the part of federal, state or local governmental authorities; acts of the other Party; inability despite due diligence to obtain required licenses; accident; fire; or damage to, loss of right to or destruction or breakdown of necessary facilities.
16. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations. This agreement may not be changed or modified in any way subsequent to the date of execution hereof except by an additional writing signed by the parties and appended hereto.

Agreeing to be bound thereby, the parties affix their signatures hereto:

Specialized Education of Pennsylvania, Inc

Date

Wilkes Barre School District

Date



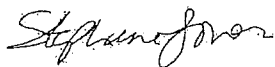
FUNCTIONAL CONNECTIONS, LLC

Assessment – Individual Clients				Board Certified	BCaBA or	Registered	Behavior
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Provider and District do mutually agree to the following:

1. Provider is hired to provide ABA based services to District students, teachers and/or classrooms.
2. This agreement is effective beginning June 1, 2021 and ending June 30, 2022.
3. Each assignment will be discussed between the District and Provider and clarified in writing before the start of the assignment, to include: scope of work, time allotted, and expectations.
4. District agrees to pay Provider for all work related to individual assignments, including, but not limited to: direct service, data collection and analysis, observations, report writing and any meetings required during the course of service.
5. All services will be provided by a BCBA, Licensed Behavior Specialist or a Behavior Technician under the supervision of a BCBA.
6. Services will be billed monthly according to the attached fee schedule. Fees are determined weekly, based on the number of hours scheduled and utilized by the district during that calendar week.
7. There is not a minimum required number of hours weekly, services will be requested by the District and scheduled with Provider as needed.
8. Payment must be rendered within 30 days of invoice.
9. This agreement does not require any travel fees, mileage reimbursement or standard material cost. If there are programs recommended that require additional expense, the District may purchase them directly if they choose to do so. If an assignment requires laminated materials or bulk copies, the District will be notified in advance and will provide access to materials for this to be completed or will reimburse Provider for the cost.
10. Provider will maintain data collection and/or session notes from each session. Summary Reports will be provided to the District upon the closure of each assignment.
11. The terms of this agreement may be amended only in writing with 10 days advance notice. The Provider will supply final summary documentation to District within 10 days of termination.
12. It is agreed between the parties hereto that nothing in this agreement shall be construed as giving any party control or direction over the operation and management of the property or affairs of the other, nor shall anything in this agreement be construed as limiting the rights of either party to affiliate or contract with any other person or persons for providing of services during the term of this agreement.
13. It is understood that the District will provide access to records pertaining to the assignment, including, but not limited to: classroom schedules, individual student schedules, classroom data collection history, IEP records, FBA and PBSP, etc.

Signatures:



05/12/21

Stephanie Jones, MA, BCBA Executive Director

Date

Authorized Representative of School District

Date



FUNCTIONAL CONNECTIONS, LLC

	Behavior Analyst	Candidate	Behavior Technician	Technician
FBA, Initial ABA Evaluation, Food Choice Assessment, etc. (Record Review, Parent Interview, Indirect Assessments, Direct Observations, Functional Analysis, Data Integration, Written Recommendations, Meeting Attendance, Collaboration on PBSP)	\$100	\$90	N/A	N/A
Data Collection or Follow Up on Assessments	\$100	\$90	\$55	\$50
Positive Behavior Support Plan (Develop individualized PBSP based on FBA outcomes, written plan developed, parent and staff training provided, up to two followup trainings to support implementation of program.)				
Behavior Skills Training (Using a proven instructional method, provide face to face instruction, modeling, coaching and feedback to parents or professionals as they implement behavior programming.)	\$100	\$90	\$55	N/A
One to One Services (short term, intensive instruction using ABA for skills such as toileting, food choice, etc)	\$100	\$90	\$55	\$50
Behavioral Support for Homebound Instruction (2-4 hour sessions daily in home, providing behavioral support and instruction for those students who are homebound.)	\$100	\$90	\$55	\$50
Group Therapy/ Instruction (3-8 participants)				
Social Skills Instruction (cost per learner/hour)	\$30	\$25	\$15	N/A
Parent Training (cost per family/hour)	\$30	\$25	\$15	N/A
Professional and Parent Development Services				
Training on General Topics– (up to 50 people)	\$100	\$90	N/A	N/A
Customized Training (program observations completed, specific topics addressed at request of district, training customized to client needs, all include hands on components. Typically 2 hours of observation/ interviews, plus development in addition to presentation..)	\$100	\$90	N/A	N/A
Consultations on ABA programs or to other BCBA's	\$100	\$90	N/A	N/A
Behavior Consultations (overall classroom management observations completed, with written recommendations and staff training provided for basic techniques.)	\$100	\$90	N/A	N/A
PACKAGE DEALS				
8 hours weekly (any combination of services)	\$90	\$80	\$50	\$50
10+ hours weekly (any combination of services)	\$80	\$70	\$45	\$45



Therapeutic Educational Agreement (TEP)

Letter of Agreement between The Children's Service Center of Wyoming Valley, Inc. and the Wilkes- Barre Area School District.

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

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

The School District will be billed on a monthly basis, the cost will remain the same as last school year (2020-2021) at \$167.00 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School. The term of this agreement is effective the first day of the 2021/2022 school year, and ending the last day of the 2021/2022 school year including Extended School Year (ESY) if eligible with appropriate ESY billing rate.

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

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

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

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

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

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

_____ Date: _____
Mr. Michael P. Hopkins - President/CEO
The Children's Service Center of Wyoming Valley, Inc.

_____ Date: _____
Mr. Brian Costello
Wilkes- Barre Area School District

CC: Dr. Michael Koury - Education Director; Ms. Denise Astaneh - Director Partial Hospitalization Program; Ms. Shari Pisarcik - Controller (files)



Partial Agreement

Letter of Agreement between The Children's Service Center of Wyoming Valley, Inc. and the Wilkes- Barre Area School District.

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

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

The School District will be billed on a monthly basis, the cost will remain the same as last school year (2020-2021) at \$126.50 per student per day for the time the youth is enrolled in the Milford E. Barnes Jr. School – Partial Hospitalization Program. The term of this agreement is effective the first day of the 2021/2022 school year, and ending the last day of the 2021/2022 school year, including Extended School Year (ESY) if eligible with appropriate ESY billing rate.

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

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

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

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

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

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

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

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

Date: _____

Mr. Brian Costello
Wilkes- Barre Area School District

Date: _____

cc: Dr. Michael Koury – Education Director; Ms. Denise Astaneh – Director Partial Hospitalization Program; Ms. Shari Pisarcik – Controller (files)

APPENDIX A

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

Business Associate Agreement to Maintain Confidential Protected Health Information

WHEREAS Wilkes- Barre Area School District (hereinafter "Contractor") and The Children's Service Center of Wyoming Valley, Inc. (hereinafter "Agency") entered into an Agreement dated July 1, 2019 for the provision of maintaining confidential protected health information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wilkes-Barre Area School District
Contractor

By: _____

Title: _____

Children's Service Center of Wyoming Valley
Agency

By: _____

Christopher Boyle
VP Human Resources

Addendum

Serious Acuity Situations

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

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

Add On Fees:

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

All of the above are based on availability of staff.

Agreement

**John McElwee
And
Wilkes-Barre Area School District**

John McElwee agrees to provide the following services:

Internal Coach for WBSD's Autism Support Classes participating in the Pennsylvania Autism Initiative ABA Supports Program

Applied Behavior Analysis duties as required by the internal coach

Trainings as needed for all classroom staff

Teacher and classroom consultations on an ongoing basis

Meetings as needed for the management of the designated classrooms

Meetings with other WBSD personnel as required by the Special Education Director

The preparation of reports and data analysis required by the duties as Internal Coach

The terms of this contract shall be from July 1st, 2021 through June 30th, 2022, and are subject to approval by the Pennsylvania Department of Education.

The fee schedule will be \$125.00 per hour based on an accounting of the said services to be submitted to the Director of Special Education monthly, the grand total not to exceed \$12,500 for the year.

John McElwee

5/14/2021

John McElwee

Date

Wilkes Barre Area School District

Date



EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter “Agreement”) is entered into this 7th day of May, 2021, by and between **Wilkes-Barre Area School District** located at 730 South Main Street, Wilkes-Barre, PA 18711, referred to in this Agreement as “EDUCATIONAL INSTITUTION,” and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2211 Quarry Drive, Suite E-60, Reading, PA 19609 referred to in this Agreement as “MAXIM.”

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in Pennsylvania and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION’s staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, “Personnel”) for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider’s fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to EDUCATIONAL INSTITUTION closings and/or delays.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 Timekeeping. MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Responsibility for Student Care. EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 Requests for Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Short-Notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

- Section 3.5 Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in

EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reports. Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s) EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- Weekly
- Bi-weekly
- Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

Wilkes-Barre Area School District
730 South Main Street
Wilkes-Barre, PA 18711
ATTN: Special Education Department

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS.

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.**
MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence,

active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 Attorneys' Fees. In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Wilkes-Barre Area School District 730 South Main Street Wilkes-Barre, PA 18711 ATTN: Special Education Department	Maxim Healthcare Staffing Services, Inc. 7227 Lee DeForest Drive Columbia, MD 21046 ATTN: Contracts Department
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COPY TO:
Maxim Healthcare Staffing Services, Inc.
2211 Quarry Drive, Suite E-60
Reading, PA 19609
ATTN: **Christopher Valverde, BDM**

Section 6.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 Availability of Personnel. The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 6.9 Compliance with Laws. MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any

modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/FERPA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

WILKES-BARRE AREA SCHOOL
DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
Wilkes-Barre Area School District STAFFING RATES

Charges will be based on the following hourly rate schedule effective 7 May 2021:

Service	Rate (per hour)
One to One Registered Nurse (RN) / Licensed Practical Nurse (LPN)	\$49 per hour
Classroom Registered Nurse (RN) / Licensed Practical Nurse (LPN)	\$52 per hour
Health Room / Building Licensed Practical Nurse (LPN) / Registered Nurse (RN)	\$54 per hour
Certified School Nurse (CSN)	\$67 per hour
PCA / Instructional Aide	\$26 per hour
Paraeducator	\$29 per hour
Behavioral Tech (BT)	\$48 per hour
Special Education Teacher	\$70 per hour
Physical Therapist (PT)	\$75 per hour
Occupational Therapist (OT)	\$75 per hour
Speech Language Pathologist (SLP)	\$76 per hour
School Psychologist	\$98 per hour
Board Certified Behavior Analyst (BCBA)	\$115 per horu

Annual Rate Increase. An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$0.56 per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

WILKES-BARRE AREA SCHOOL
DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

NEW STORY
TUITION AGREEMENT
2021 EXTENDED SCHOOL YEAR

THIS TUITION AGREEMENT is made effective as of the date set forth below by and between New Story, LLC and Wilkes-Barre Area ("School District"). For the mutual consideration set forth herein and intending to be legally bound hereby, the parties agree as follows:

1. ("Student") requires special education as defined by his/her Individualized Educational Program ("IEP"). New Story operates a school ("School") located at 1150 Wyoming Avenue, Wyoming, PA 18644. School is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education requirements. School employs certified personnel as defined by the Pennsylvania Department of Education and otherwise meets regulatory requirements for a private licensed school. New Story performs all background checks required by Pennsylvania law on School staff, including child abuse clearances and Pennsylvania and federal criminal history reports. Criminal history reports are updated at least every 60 months. Copies of such documentation shall be provided to the School District upon request. New Story does not employ individuals who are disqualified from having direct contact with children under applicable law. New Story will notify School District in writing if it learns that a New Story employee performing services under this agreement is arrested for or convicted of a crime.
2. School District desires to obtain extended school year educational services from New Story for Student. New Story has agreed to enroll Student in the School for extended school year. The parties agree that the special education program offered by New Story within the School is the least restrictive and most appropriate environment within which to provide Student with the required special education as set forth in the IEP.
3. The commencement and ending dates for the Student's enrollment at the School for extended school year services are set forth on the signature page. Student's enrollment will expire on the ending date. The enrollment of Student at the School may be terminated by either party upon at least twenty-one (21) days written notice to the other party. School District shall remain obligated to pay all amounts due to New Story through the enrollment termination and such obligation shall survive any termination of this Agreement. If student becomes hospitalized or placed at an alternate placement, after 10 consecutive days, School District can dis-enroll or choose to pay the low daily rate to maintain enrollment.
4. New Story agrees to provide, within reason, Student with all the services specified within the IEP, including any subsequent revisions to the IEP. New Story shall notify the Student's Parent/Guardian and School District if it cannot provide such services for any reason. The parties agree that New Story has made no representations or other commitments regarding Student achieving any specific goals specified within the IEP.
5. School District agrees to translating the IEP in the Parent's native language, as required by law.

13. Any amounts due New Story under the terms of this Agreement, which are not paid within thirty (30) days of the invoice date shall accrue interest at the rate of 1.5% per month, or such portion thereof from the due date, until payment is received by New Story. New Story shall allocate any partial payments in its sole discretion to any components of School District's outstanding balance. All academic reports will be held until the amounts due are paid in full. In the event that New Story has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney's fees. In addition to the foregoing, if School District is more than 45 days past due, paragraph 10 and the discount provided therein will not apply until School District's account is less than 30 days past due.
14. This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations promulgated by the Pennsylvania Department of Education applicable to private schools. Neither New Story nor the School shall be subject to the laws of any other state. All disciplinary proceedings and post-disciplinary proceedings, such as IEP team meetings, shall be held on School campus unless otherwise arranged by New Story.
15. No representations, promises, or agreements not expressly set forth herein in writing shall be binding on the parties hereto.
16. No change, amendment or modification to this Agreement shall be effective unless it is in writing and signed by both the School District's and New Story's authorized personnel.
17. Unless specified otherwise, all references to number of days shall be calendar days.
18. School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.
19. School District agrees to indemnify, defend, and hold New Story harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of School District, its agents, and its employees.

New Story agrees to indemnify, defend, and hold School District harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of New Story, its agents, and its employees.
20. The undersigned School District has reviewed this agreement and hereby acknowledge School District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

ATTACHMENT "A"

RELATED SERVICES- This section will change in each region

In order to better serve the School District, New Story uses a tiered pricing model. Specifically, if Student's behaviors exhibit a high level of acuity, then the daily charge for the special education classroom program provided by New Story within School is \$350. If Student's behaviors exhibit a low level of acuity, then the daily charge for the special education classroom program provided by New Story within School is \$255. In rare cases, a student may exhibit a very high level of acuity, warranting an extra high daily rate of \$500. In all cases, New Story will work with the School District to mutually determine whether a Student's behaviors exhibit a high, extra high or a low level of acuity.

The charge for the special education classroom program provided by New Story within School to is \$350.00.

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

- Nursing Services
- Occupational Therapy
- Speech Therapy
- Behavior Consultation/ABA
- Individual Counseling
- Group Counseling
- Crisis Intervention

If provided by IU employed therapists, the IU will bill the district in accordance with the IU rate schedule.

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

Rev. Shawn Walker, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board.

The Budget Finance/Material & Supplies/Contracted Services Committee respectfully submits the following reports and recommendations:

A. Administrative
1. Capital Projects

That approval be given to the below listed payments:

A1.1	Apollo Group, Inc.	New Stadium Project	Capital Projects	App. No. 3	\$13,354.56
A1.2	Quandel Construction Group, Inc.	New High School Project	Capital Projects	App. No. 25	\$1,028,435.37
A1.3	D'Huy Engineering, Inc.	New High School Project	Capital Projects	Inv. 52828	\$3,490.30
A1.4	Detwiler Roofing, LLC	Kistler Roof Replacement	Capital Projects	App. No. 002	\$220,050.00
A1.5	Citizens Voice	Heights-Murray Switchgear	Capital Projects	Legal Ad 82528771CCL	\$650.00
A1.6	The Times Leader	Heights-Murray Switchgear	Capital Projects	Legal Ad 301018386	1067.00

2. That approval be given to ratify the following Capital Project checks:

Russin Properties, LLC	New High School Project	Capital Projects	Check #458	\$7,750.00
Pennsylvania American Water Co.	New High School Project	Capital Projects	Check #459	\$1,120.64
PPL Electric Utilities Corp.	New High School Project	Capital Projects	Check #460	\$2,838.69

3. That approval be given to accept the "Single Audit Report" for the year ended June 30, 2020, as prepared by Rainey & Rainey, Certified Public Accountants.

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

B. FEDERAL

That, in accordance with the authority of the Board, the following Federal AP Checks #2185 to #2191 and April Federal Wire Transfers #202000654 to #202000666 which were drawn for payment since the last regular board meeting of the Board of Education held on May 10, 2021 be approved.

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
2185	04/15/2021	EDWARD'S GARDEN CENT	22100216	03/22/2021	Wells Fargo - Heights (Mulch)	03222107-W	535.00
	04/15/2021	EDWARD'S GARDEN CENT	22100216	03/22/2021	Wells Fargo - Heights (Mulch)	03222106-W	535.00
2186	04/15/2021	STAPLES INC	22100218	03/20/2021	Title I - Admin	3472439931	80.89
2187	04/15/2021	THE READING WAREHOUS	22100221	03/22/2021	Title I (add'l Kindergarten Books)	208855	87.45
2188	04/29/2021	AMAZON CAPITAL SERVI	22100231	04/12/2021	RAISE After School Tutoring (SPE)	1H73-F6VD-	263.66
	04/29/2021	AMAZON CAPITAL SERVI	22100239	04/20/2021	RAISE After School Tutoring (Heights) Summer Bridge Activity(gr.3-7)	1QPC-NF1C-	503.78
	04/29/2021	AMAZON CAPITAL SERVI	22100238	04/19/2021	Raise After School Tutoring (Heights) books, chalk, poster board	1QR4-LF7F-	2,100.62
	04/29/2021	AMAZON CAPITAL SERVI	22100236	04/17/2021	Title I Parent Engagement (Heights) tablecloths, banners	143L-WCMG-	64.60
2189	04/29/2021	LAKESHORE LEARNING M	22100234	04/14/2021	RAISE After School Tutoring (Kistler) learning kits, seeds, pots	1034190421	677.20
2190	04/29/2021	SCHOOL SPECIALTY LLC	22100202	04/09/2021	ESSER (Kistler) Notebooks, Crayons, Glue sticks	2081272496	140.00
	04/29/2021	SCHOOL SPECIALTY LLC	22100202	03/09/2021	ESSER (Kistler) Notebooks, Crayons, Glue sticks	3081037150	2,247.35
2191	04/29/2021	TOTALLY PROMOTIONAL.	22100225	04/09/2021	Title I Parent Engagement (Meyers/GAR) Wolfpack bags	SIN1194260	355.95
Totals for checks							7,591.50

CHECK CHECK		INVOICE		INVOICE		
NUMBER	DATE	VENDOR	DATE	DESCRIPTION	NUMBER	AMOUNT
202000654	04/01/2021	WBASD - GENERAL FUND	04/01/2021	ECIA ADM. EMPL.TAX PR 4/1/21	April1	8.55
202000655	04/01/2021	WILKES-BARRE AREA SC	04/01/2021	ECIA ADM GROSS PR 4/1/21	April1	1,278.00
202000656	04/06/2021	WBASD - GENERAL FUND	04/06/2021	MARCH 2021 INTEREST / FNCB	232541	549.59
202000657	04/08/2021	WBASD - GENERAL FUND	04/08/2021	ECIA INSTR.EMPL.TAX PR 4/9/21	235633	650.15
202000658	04/08/2021	WILKES-BARRE AREA SC	04/08/2021	ECIA INSTR. GROSS PR 4/9/21	235649	101,340.49
202000659	04/14/2021	WBASD - GENERAL FUND	04/14/2021	ECIA ADM.EMPL.TAX PR 4/15/21	242917	8.55
202000660	04/14/2021	WILKES-BARRE AREA SC	04/14/2021	ECIA ADM. GROSS PR 4/15/21	242921	1,278.00
202000661	04/23/2021	WBASD - GENERAL FUND	04/23/2021	ECIA INSTR.EMPL.TAX PR 4/26/21	254970	650.15
202000662	04/23/2021	WILKES-BARRE AREA SC	04/23/2021	ECIA INSTR. GROSS PR 4/26/21	254978	101,340.49
202000663	04/27/2021	WBASD - GENERAL FUND	04/27/2021	FEDERAL RAISE AND A-TSI EMPL.TAX PR 4/27/21	April27	140.42
202000664	04/27/2021	WILKES-BARRE AREA SC	04/27/2021	FEDERAL RAISE AND A-TSI GROSS PR 4/27/21	April27	20,996.94
202000665	04/28/2021	WBASD - GENERAL FUND	04/28/2021	ECIA ADM.EMPL.TAX PR 4/29/21	260676	8.55
202000666	04/28/2021	WILKES-BARRE AREA SC	04/28/2021	ECIA ADM.GROSS PR 4/29/21	260680	1,278.00
Totals for checks						323,662.77

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

C. GENERAL FUND/FOOD SERVICE

That payment be approved for the General Fund checks #56384 to #56393 and Food Service checks #3574 to #3589 which were drawn for payment since the last regular board meeting of the Board of Education held on May 10, 2021 be approved.

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
56384	05/11/2021	BERKSHIRE SYSTEMS GR	04/08/2021	repairs	331354	3,498.00
56385	05/11/2021	HEWLETT PACKARD FINA	05/11/2021	58618338 MAY 2021	304248146	15,106.42
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005820179 730 S MAIN ST MAY 2021	ADM BLDG	507.78
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005819692 80 JONES ST	DODSON	1,231.41
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411003904777 80 JONES ST	DODSON ELE	30.11
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411007245755 565 N WASHINGTON ST	DJ FLOOD	25.74
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411007783078 N GRANT AND AMBER LA	HEIGHTS	772.78
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411007778904 OLD RIVER RD	KISTLER	111.88
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005681225 OLD RIVER RD	KISTLER PA	2,230.45
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411004279401 ABBOTT ST	SOL PL CMP	200.87
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005619902 ABBOTT ST	SOL PL FS	1,722.68
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005188437 HILLARD AND CHAPEL ST	MACKIN	850.01
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005682421 80 N WASHINGTON ST	CHS	2,886.87
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411006777923 79 S WASHINGTON ST	CHS PARTIA	149.24
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411006777568 79 S WASHINGTON ST	CHS PART	25.74
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005623276 250 S GRANT ST	GAR	2,688.94
56386	05/11/2021	UGI PENN NATURAL GAS	05/11/2021	411005674428 CAREY AVE	MHS	6,343.93
56386	05/11/2021	UGI PENN NATURAL GAS				0.00
56387	05/11/2021	VERIZON WIRELESS	05/11/2021	721347882-00001 MAY 2021	9878839803	30.43
56388	05/14/2021	DIST II--PIAA TRACK	05/13/2021	Wolfpack District 2 Track Championships - 29 athletes	WBA D2 Tra	232.00
56389	05/18/2021	COMCAST	05/06/2021	SERVICE PROVIDED MAY 2021	8993114530	244.12
56390	05/18/2021	DE LAGE LANDEN FINAN	05/06/2021	MAY 2021 BILLING	72252051	25,844.25
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408371 730 S MAIN ST	ADM BLDG 4	23.46
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408369 JONES AND AIRY ST	DODSON 408	462.61
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 624502 80 JONES ST	DOD 408294	52.91
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 617324 S SHERMAN ST	HEIGHTS 40	642.21
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408372 OLD RIVER RD	KISTLER 40	1,313.18
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 617323 301 OLD RIVER RD	KISTLER408	1,539.85
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408374 42 43 ABBOTT ST R	SOL PL4082	928.66
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 617325 42 ABBOTT ST R	SOL PL 408	1,886.56
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408370 62 N WASHINGTON ST	CHS 40829-	6,681.81
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 624500 68 N WASHINGTON ST	C H S 4082	183.97
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408368 S SHERMAN AND LEHIGH STS	G A R40829	1,309.18
56391	05/18/2021	DIRECT ENERGY BUSINE	05/17/2021	408294 408375 CAREY AVE AND HANOVER STS	MHS 408294	3,372.13
56392	05/18/2021	PETROLEUM SERVICE CO	04/21/2021	PSC LOCAL CHARGES	24913	926.06
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86813 CHS EM/ALARM MONTHLY BILLING MAY 2021	86813	90.16
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86815 HEIGHTS MURRAY EM/ALARM MONTHLY BILLING	86815	90.16
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86817 DODSON EM/ALARM	86817	90.16
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86836 FLOOD EM/ALARM MONTHLY	86836	90.16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				BILLING		
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86841 KISTLER ELEM EM/ALARMS	86841	90.16
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86845 MEYERS EM/ALARM MONTHLY	86845	67.86
				BILLING		
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86852 ADM BLDG ALARM/EM PHONE	86852	67.62
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	86919 GAR FAX MONTHLY	86919	546.11
				BILLING		
56393	05/18/2021	SERVICE ELECTRIC TEL	05/17/2021	87352 MACKIN/CHS MONTH SERVICE BILLING	87352	90.16
Totals for checks						85,278.79

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	0.00	0.00	85,278.79	85,278.79
***	Fund Summary Totals ***	0.00	0.00	85,278.79	85,278.79

***** End of report *****

CHECK CHECK			PO INVOICE		INVOICE	INVOICE	
NUMBER	DATE	VENDOR	NUMBER	DATE	DESCRIPTION	NUMBER	AMOUNT
3574	04/07/2021	AMAZON CAPITAL SERVI	2002100386	03/28/2021	Laptop Screen Replacement - Food Service	1N3N-PQNF-	106.79
3575	04/07/2021	SEASHORE FRUIT & PRO	0	03/08/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) DODSON - MANGO, PINEAPPLE AND STRAWBERRY	21-684329	372.30
	04/07/2021	SEASHORE FRUIT & PRO	0	03/08/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) FLOOD - MANGO, PINEAPPLE AND STRAWBERRY	21-684331	620.50
	04/07/2021	SEASHORE FRUIT & PRO	0	03/08/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) HEIGHTS - MANGO, PINEAPPLE AND STRAWBERRY	21-684332	744.60
	04/07/2021	SEASHORE FRUIT & PRO	0	03/08/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) KISTLER - MANGO, PINEAPPLE AND STRAWBERRY	21-684335	620.50
	04/07/2021	SEASHORE FRUIT & PRO	0	03/08/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) SOLOMON ELEM. - MANGO, PINEAPPLE AND STRAWBERRY	21-684337	620.50
	04/07/2021	SEASHORE FRUIT & PRO	0	03/15/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) HEIGHTS - CARROTS AND SQUASH	21-686802	328.35
	04/07/2021	SEASHORE FRUIT & PRO	0	03/15/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) KISTLER - CARROTS AND SQUASH	21-686803	214.50
	04/07/2021	SEASHORE FRUIT & PRO	0	03/15/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) FLOOD - CARROTS AND SQUASH	21-686804	256.85
	04/07/2021	SEASHORE FRUIT & PRO	0	03/15/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) DODSON - CARROTS AND SQUASH	21-686805	147.40
	04/07/2021	SEASHORE FRUIT & PRO	0	03/15/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) SOLOMON ELEM - CARROTS AND SQUASH	21-686806	256.85
	04/07/2021	SEASHORE FRUIT & PRO	0	03/19/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) HEIGHTS - APPLE SLICES	21-688300	170.94
	04/07/2021	SEASHORE FRUIT & PRO	0	03/19/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) KISTLER - APPLE SLICES	21-688301	142.45
	04/07/2021	SEASHORE FRUIT & PRO	0	03/19/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) FLOOD - APPLE SLICES	21-688302	142.45
	04/07/2021	SEASHORE FRUIT & PRO	0	03/19/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) DODSON - APPLE SLICES	21-688303	85.47
	04/07/2021	SEASHORE FRUIT & PRO	0	03/19/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) SOLOMON ELEM. - APPLE SLICES	21-688304	170.94
	04/07/2021	SEASHORE FRUIT & PRO	0	03/22/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) HEIGHTS - CELERY STICKS AND KALE	21-689206	461.00
	04/07/2021	SEASHORE FRUIT & PRO	0	03/22/2021	FRESH FRUIT/VEG. PROGRAM (GRANT) KISTLER - CELERY STICKS AND KALE	21-689207	360.50
	04/07/2021	SEASHORE FRUIT & PRO	0	03/22/2021	FRESH FRUIT/VEG. PROGRAM	21-689208	360.50

CHECK NUMBER	CHECK DATE	VENDOR	PO NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
					(GRANT) FLOOD - CELERY STICKS AND KALE		
3575	04/07/2021	SEASHORE FRUIT & PRO	0	03/22/2021	FRESH FRUIT/VEG.PROGRAM	21-689209	230.50
					(GRANT) DODSON - CELERY STICKS AND KALE		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/22/2021	FRESH FRUIT/VEG.PROGRAM	21-689210	360.50
					(GRANT) SOLOMON ELEM. - CELERY STICKS AND KALE		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/26/2021	FRESH FRUIT/VEG.PROGRAM	21-691131	219.00
					(GRANT) HEIGHTS - CUCUMBER SLICES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/26/2021	FRESH FRUIT/VEG.PROGRAM	21-691132	182.50
					(GRANT) KISTLER - CUCUMBER SLICES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/26/2021	FRESH FRUIT/VEG.PROGRAM	21-691133	182.50
					(GRANT) FLOOD - CUCUMBER SLICES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/26/2021	FRESH FRUIT/VEG.PROGRAM	21-691134	109.50
					(GRANT) DODSON - CUCUMBER SLICES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/26/2021	FRESH FRUIT/VEG.PROGRAM	21-691135	182.50
					(GRANT) SOLOMON ELEM. - CUCUMBER SLICES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/29/2021	FRESH FRUIT/VEG.PROGRAM	21-691730	113.70
					(GRANT) DODSON - RED GRAPES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/29/2021	FRESH FRUIT/VEG.PROGRAM	21-691733	189.50
					(GRANT) KISTLER - RED GRAPES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/29/2021	FRESH FRUIT/VEG.PROGRAM	21-691734	189.50
					(GRANT) FLOOD - RED GRAPES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/29/2021	FRESH FRUIT/VEG.PROGRAM	21-691735	37.90
					(GRANT) SOLOMON ELEM. - RED GRAPES		
	04/07/2021	SEASHORE FRUIT & PRO	0	03/29/2021	FRESH FRUIT/VEG.PROGRAM	21-691737	227.40
					(GRANT) HEIGHTS - RED GRAPES		
3576	04/07/2021	WBASD - GENERAL FUND	0	04/02/2021	CAFETERIA EMPL. TAX PR 4/2/21	4/2	3,907.44
3577	04/07/2021	WILKES-BARRE AREA SC	0	04/02/2021	CAFETERIA GROSS PR 4/2/21	4/2	9,123.37
3578	04/07/2021	WILKES-BARRE CITY	0	04/02/2021	FD SERVICE NUTRITION INC.	#BL15-0000	-200.00
					ANNUAL RESTAURANT FEE TO OPERATE A PUBLIC EATING AND DRINKING PLACE		
	04/07/2021	WILKES-BARRE CITY	0	03/01/2021	NUTRITION INC. - WB AREA SD /	LICENSE# B	-200.00
					TO OPERATE A PUBLIC EATING AND DRINKING PLACE		
	04/07/2021	WILKES-BARRE CITY	0	04/02/2021	FD SERVICE NUTRITION INC.	#BL15-0000	200.00
					ANNUAL RESTAURANT FEE TO OPERATE A PUBLIC EATING AND DRINKING PLACE		
	04/07/2021	WILKES-BARRE CITY	0	03/01/2021	NUTRITION INC. - WB AREA SD /	LICENSE# B	200.00
					TO OPERATE A PUBLIC EATING AND DRINKING PLACE		
3579	04/07/2021	WILKES-BARRE CITY	0	03/01/2021	NUTRITION INC. - WB AREA SD /	# BL15-00	200.00
					TO OPERATE A PUBLIC EATING AND DRINKING PLACE		
3580	04/15/2021	BONNER CHEVROLET CO	1002100881	03/08/2021	BONNER CHEVY FOOD SERVICE	263178	386.32
					263178		
3581	04/15/2021	FRONTLINE FOOD SERVI	0	03/23/2021	FD SERV/ HEIGHTS - SERVICED	10581	398.60

CHECK NUMBER	CHECK DATE	VENDOR	PO NUMBER	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
					FOOD WARMER		
3581	04/15/2021	FRONTLINE FOOD SERVI	0	03/25/2021	FD SERV/ HEIGHTS - REPAIRED	10582	658.87
					DISPOSAL		
3582	04/15/2021	NORTHERN COMMERCIAL	0	04/01/2021	FD SERV / SOLOMON- REPAIRED	0401-790	938.28
					SINGLE DOOR COOLER		
	04/15/2021	NORTHERN COMMERCIAL	0	04/01/2021	FD SERV / SOLOMON- SERVICE	0401-791	145.00
					SINGLE DOOR COOLER		
	04/15/2021	NORTHERN COMMERCIAL	0	04/01/2021	FD SERV / FLOOD - SERVICED	0401-792	166.75
					MILK COOLER		
	04/15/2021	NORTHERN COMMERCIAL	0	04/01/2021	FD SERV / SOLOMON -	0401-793	108.95
					SHATTERPROFF LIGHT BULBS FOR		
					REFRIGERATORS		
3583	04/15/2021	WBASD - GENERAL FUND	0	04/14/2021	CAFETERIA EMPL. TAX PR	4/16	3,884.79
					4/16/21		
3584	04/15/2021	WBASD - GENERAL FUND	0	04/13/2021	FD SERVICE REIMBURSEMENT FOR	41321	640.93
					FUEL PURCHASES		
3585	04/15/2021	WILKES-BARRE AREA SC	0	04/14/2021	CAFETERIA GROSS PR 4/16/21	4/16	9,070.48
3586	04/29/2021	CINTAS FIRE PROTECTI	1002100925	03/30/2021	CINTAS HEIGHT CAFETERIA	0F50663115	206.85
					0F50663115		
	04/29/2021	CINTAS FIRE PROTECTI	1002100924	03/30/2021	CINTAS MEYERS CAFETERIA	0F50663116	247.23
					0F50663116		
3587	04/29/2021	NORTHERN COMMERCIAL	0	04/06/2021	FD SERV/ COUGHLIN - SERVICED	0406-806	723.55
					WALK IN FREEZER		
3588	04/29/2021	WBASD - GENERAL FUND	0	04/28/2021	CAFETERIA EMPL.TAX PR 4/30/21	4/30	3,810.06
3589	04/29/2021	WILKES-BARRE AREA SC	0	04/28/2021	CAFETERIA GROSS PR 4/30/21	4/30	8,896.00
Totals for checks							51,921.86

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

D. GENERAL FUND

That the checks #56394 to #56485 listed on the following pages, which have been inspected, be approved and that orders be drawn for the respective amounts set down opposite the names of persons or firms.

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
56394	05/25/2021	ABC SUPPLY CO	05/03/2021	ABC SUPPLY SOLOMON	14302592	575.85
56395	05/25/2021	BUILDERS SUPPLY COMP	04/28/2021	BUILDERS SUPPLY FLOOD	143341	66.50
56396	05/25/2021	COOPER ELECTRIC	04/27/2021	COOPER ELECTRIC KISTLER	s044137114	98.93
56396	05/25/2021	COOPER ELECTRIC	04/27/2021	COOPER ELECTRIC KISTLER S044083167.004,5	s044083167	228.05
56396	05/25/2021	COOPER ELECTRIC	04/27/2021	COOPER ELECTRIC KISTLER S044083167.004,5	s044083167	112.53
56396	05/25/2021	COOPER ELECTRIC	04/27/2021	COOPER ELECTRIC GAR S044129171	s044129171	5.90
56396	05/25/2021	COOPER ELECTRIC	04/28/2021	COOPER ELECTRIC KISTLER	s044151292	184.79
56396	05/25/2021	COOPER ELECTRIC	04/28/2021	COOPER ELECTRIC KISTLER	s044146508	3.41
56396	05/25/2021	COOPER ELECTRIC	04/26/2021	COOPER ELECTRIC SOLOMON	s044100080	18.86
56396	05/25/2021	COOPER ELECTRIC	04/29/2021	COOPER ELECTRIC DISTRICT	s044163392	4.95
56396	05/25/2021	COOPER ELECTRIC	05/03/2021	COOPER ELECTRIC SOLOMON S044139683	S044139683	45.76
56396	05/25/2021	COOPER ELECTRIC	05/03/2021	COOPER ELECTRIC SOLOMON S044139683	S044139683	38.13
56397	05/25/2021	DEPT OF LABOR & INDU	05/03/2021	DEPT. OF LABOR GAR 0622187	0622187	223.83
56398	05/25/2021	EASTERN PENN SUPPLY	04/20/2021	EASTERN PENN SUPPLY SOLOMON S027129189	s027129189	142.81
56398	05/25/2021	EASTERN PENN SUPPLY	03/22/2021	EASTERN PENN SUPPLY MEYERS S026822941	s026822941	69.75
56398	05/25/2021	EASTERN PENN SUPPLY	04/28/2021	EASTERN PENN SUPPLY GAR S027176645	S027176645	49.73
56399	05/25/2021	ECONOMY LUMBER	04/15/2021	ECONOMY LUMBER DISTRICT 349758	349758	118.88
56399	05/25/2021	ECONOMY LUMBER	04/29/2021	ECONOMY LUMBER SOLOMON JR 350079	350079	154.57
56400	05/25/2021	FASTENAL COMPANY	04/28/2021	FASTENAL GAR	pawik23578	517.19
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW FLOOD 85440	85440	75.62
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW GAR 85467	85467	3.85
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW KISTLER 85755	85755	21.56
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW DISTRICT 85441	85441	79.18
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW DODSON 85766	85766	28.75
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW SOLOMON 85798	85798	35.21
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW DISTRICT 85313	85313	112.54
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW GAR 85826	85826	4.48
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW GAR 85914	85914	21.11
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW KISTLER 85922	85922	66.55
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW FIELDS 85442	85442	35.91
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW SOLOMON 85785	85785	37.13
56401	05/25/2021	MAIN HARDWARE	04/30/2021	MAIN HDW MEYERS 85904	85904	19.31
56402	05/25/2021	MINERS MILLS SERVICE	04/30/2021	MINERS MILLS SERVICE DISTRICT	05062021	316.00
56403	05/25/2021	PA PAPER & SUPPLY CO	04/30/2021	PA PAPER FLOOD	S1446656.0	1,186.66
56404	05/25/2021	PIONEER ATHLETICS	04/30/2021	PIONEER ATHLETICS FIELDS	INV787759	163.00
56405	05/25/2021	RALSTON MECHANICAL S	04/05/2021	RALSTON FLOOD 21-052	21-052	364.51
56405	05/25/2021	RALSTON MECHANICAL S	04/20/2021	RALSTON HEIGHTS 21-087	21-087	145.09
56405	05/25/2021	RALSTON MECHANICAL S	04/20/2021	RALSTON SOLOMON ELEM 21-101	21-101	330.00
56405	05/25/2021	RALSTON MECHANICAL S	05/05/2021	RALSTON SOLOMON JR 21-102	21-102	62.00
56405	05/25/2021	RALSTON MECHANICAL S	05/05/2021	RALSTON SOLOMON ELEM 21-103	21-103	93.00
56406	05/25/2021	UNITED HEATING & AIR	04/28/2021	UNITED HEATING GAR 12999	12999	3,995.83
56406	05/25/2021	UNITED HEATING & AIR	04/28/2021	UNITED HEATING GAR 13002	13002	847.76
56407	05/25/2021	UNITED RENTALS	04/28/2021	UNITED RENTALS DISTRICT	192639745-	1,860.20
56407	05/25/2021	UNITED RENTALS	04/28/2021	UNITED RENTAL KISTLER 193209640	193209640-	177.00
56408	05/25/2021	VALLEY POWER EQUIPME	04/23/2021	VALLEY POWER DISTRICT 119136	119136	1.64

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56408	05/25/2021	VALLEY POWER EQUIPME	04/29/2021	VALLEY POWER DISTRICT 119567	119567	119.85
56408	05/25/2021	VALLEY POWER EQUIPME	05/05/2021	VALLEY POWER HEIGHTS 119974	119974	2,153.37
56409	05/25/2021	WALTER'S HARDWARE	04/23/2021	WALTERS HDW KISTLER D172114	d172114	47.48
56410	05/25/2021	WIDE WORLD RV CENTER	04/23/2021	WIDE WORLD RV DISTRICT	107087	11.90
56411	05/25/2021	ACTION ALARM	04/14/2021	SERVICE MAY/JUNE/JUL 2021	160B78	81.00
56412	05/25/2021	AMAZON CAPITAL SERVI	05/04/2021	Autistic Support - GAR	1t41-w71c-	53.81
56412	05/25/2021	AMAZON CAPITAL SERVI	05/04/2021	Solomon AS - VB Curriculum Supplies	14h9-cfhl-	131.16
56412	05/25/2021	AMAZON CAPITAL SERVI	05/07/2021	Solomon AS - VB Curriculum Supplies	1j94-d7mn-	765.18
56412	05/25/2021	AMAZON CAPITAL SERVI	05/04/2021	Solomon AS - VB Curriculum Supplies	1pxp-pmq4-	114.45
56412	05/25/2021	AMAZON CAPITAL SERVI	05/14/2021	INDUSTRIAL PRESSURE WASHER/PLAINS WAREHOUSE	1M7G-NFY1-	1,299.00
56412	05/25/2021	AMAZON CAPITAL SERVI	05/15/2021	CROWD CONTROL BARRIER/ADMIN	1HVT-9CTC-	79.96
56413	05/25/2021	C K ALARM, INC.	05/01/2021	monitoring service	115771	216.00
56414	05/25/2021	CALEX LOGISTICS	05/04/2021	handling fee	i01239	27.00
56414	05/25/2021	CALEX LOGISTICS	05/01/2021	storage fee	i01263	304.50
56415	05/25/2021	CORCORAN PRINTING IN	05/06/2021	CROWD CONTROL BARRIER/ADMIN	75918	337.00
56416	05/25/2021	GUYETTE COMMUNICATIO	05/17/2021	SOL/PL SERVICE CALL	33079	158.00
56417	05/25/2021	OFFICE DEPOT INC	04/20/2021	MONITOR/ADMIN	1690839490	179.99
56417	05/25/2021	OFFICE DEPOT INC	04/22/2021	OFFICE CHAIRS/SOLOMON JRHS	1689172750	344.98
56417	05/25/2021	OFFICE DEPOT INC	04/28/2021	OFFICE CHAIR/ADMIN	1690574530	172.49
56417	05/25/2021	OFFICE DEPOT INC	05/06/2021	OFFICE CHAIR/HEIGHTS	1698950890	172.49
56417	05/25/2021	OFFICE DEPOT INC	05/06/2021	OFFICE CHAIR/HEIGHTS	1708935400	172.49
56417	05/25/2021	OFFICE DEPOT INC	05/06/2021	OFFICE CHAIR/HEIGHTS	1706935400	172.49
56418	05/25/2021	PENNSYLVANIA PAPER &	05/05/2021	CUSTODIAL PAPER/DODSON	s1450598.0	357.25
56418	05/25/2021	PENNSYLVANIA PAPER &	05/06/2021	CUSTODIAL PAPER/GAR	s1150722.0	776.20
56418	05/25/2021	PENNSYLVANIA PAPER &	05/06/2021	CUSTODIAL PAPER/SOLOMON	S1451105.0	1,827.36
56418	05/25/2021	PENNSYLVANIA PAPER &	05/06/2021	CUSTODIAL PAPER/HEIGHTS	S1451509.0	714.50
56419	05/25/2021	PITNEY BOWES	05/06/2021	APR 2021 billing	3313407066	537.81
56420	05/25/2021	RAPTOR TECHNOLOGIES	05/01/2021	RAPTOR VISTOR MANAGEMENT ANNUAL ACCESS FEE	13249	6,325.00
56421	05/25/2021	RIDDELL/ALL AMERICAN	05/12/2021	RECONDITION HS BASKETBALL UNIFORMS	951379637	411.32
56421	05/25/2021	RIDDELL/ALL AMERICAN	05/06/2021	SHOULDERS PADS/ADMIN	951375816	2,802.65
56422	05/25/2021	ROCK STREET MUSIC	05/06/2021	EVENT 5-4-2021	4478	513.00
56423	05/25/2021	SCHOOL HEALTH CORPOR	05/04/2021	AED BATTERY REPLACEMENT/MEYERS	3910900-00	357.00
56424	05/25/2021	SHARPER EMBROIDERY &	05/12/2021	WOLFPACK SPORTSWEAR GIRLS BASKETBALL	15900	180.00
56425	05/25/2021	TOBII DYNAXOX LLC	04/26/2021	MDS Student Supply - Special Education	OMII-00064	225.00
56426	05/25/2021	ULINE SHIPPING SUPPL	04/26/2021	MOVING BOX-TAPE RESTOCK/WAREHOUSE	133092295	2,040.63
56427	05/25/2021	WASTE MANAGEMENT	05/12/2021	2924915-0821-7 MAY 2021 BILLING	22-46727-8	2,613.32
56428	05/25/2021	CHILDREN'S SERVICE C	05/05/2021	EDUCATIONAL SERVICES PROVIDED APR 2021 THERAPY PARTIAL	WB008	1,336.50
56428	05/25/2021	CHILDREN'S SERVICE C	05/05/2021	EDUCATIONAL SERVICES PROVIDED APR 2021 PLACEMENT	050721 PLA	23,402.50
56428	05/25/2021	CHILDREN'S SERVICE C	05/05/2021	EDUCATIONAL SERVICES PROVIDED APR 2021	05072021 T	17,535.00
56429	05/25/2021	ENCORE THERAPY SERVI	05/02/2021	EDUCATIONAL SERVICES PROVIDED MARCH 2021 AT THE GRAHAM ACADEMY	3421	4,271.10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
56430	05/25/2021	NEW STORY LLC	05/06/2021	EDUCATIONAL SERVICES PROVIDED MAY 2021	4005385620	135,095.00
56431	05/25/2021	POCONO MOUNTAIN SCHO	03/19/2021	EDUCATIONAL SERVICES PROVIDED AUG 2019 -DEC 2020	2021-13	12,351.18
56432	05/25/2021	SPECIALIZED EDUCATIO	05/07/2021	EDUCATIONAL SERVICES PROVIDED APR 2021	INV113669	55,230.00
56433	05/25/2021	WESTERN PA SCHOOL FO	04/30/2021	EDUCATIONAL SERVICES PROVIDED APR 2021 JF	03534	932.10
56434	05/25/2021	WILKES-BARRE BEHAVIO	04/10/2021	EDUCATIONAL SERVICES PROVIDED MARCH 2021	FH0321W-B1	9,600.00
56434	05/25/2021	WILKES-BARRE BEHAVIO	04/10/2021	EDUCATIONAL SERVICES PROVIDED FEB 2021	FH0221W-B1	4,680.00
56434	05/25/2021	WILKES-BARRE BEHAVIO	04/09/2021	EDUCATIONAL SERVICES PROVIDED MARCH 2021	APO321W-B	3,190.00
56435	05/25/2021	CHRONOWSKI, STACY	05/07/2021	MILEAGE FOR THE MONTH OF MAR/APR 2021	MILEAGEAPR	35.00
56436	05/25/2021	GEMBITSKI, CARL E	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	13.44
56437	05/25/2021	JONES, TODD	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	16.24
56438	05/25/2021	KWARCINSKI, SARAH	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	43.12
56439	05/25/2021	LEIGHTON, BRIAN	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	102.48
56440	05/25/2021	MAKARAVAGE, ROBERT	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	47.04
56441	05/25/2021	SHERIDAN, JAMES	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	57.12
56442	05/25/2021	SIMONETTI, ROBERT	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	51.52
56443	05/25/2021	THOMAS, KEVIN	05/01/2021	MILEAGE FOR THE MONTH OF APRIL 2021	MILEAGEAPR	119.84
56444	05/25/2021	WASLASKY, WAYNE	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	155.12
56445	05/25/2021	WELGOSH, JENNIFER	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	39.76
56446	05/25/2021	WELLES, KEVIN	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	30.24
56447	05/25/2021	YANNIELLO, LAUREN	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	8.40
56448	05/25/2021	ZELINKA, THOMAS	05/07/2021	MILEAGE FOR THE MONTH OF MAR 2021	MILEAGEMAR	6.72
56448	05/25/2021	ZELINKA, THOMAS	05/07/2021	MILEAGE FOR THE MONTH OF APR 2021	MILEAGEAPR	17.92
56449	05/25/2021	CITIZENS' VOICE	04/21/2021	APR 2021 BILLING	0421185303	267.50
56450	05/25/2021	DEHEY MCANDREW	05/04/2021	403 B APR 2021	3524	629.64
56451	05/25/2021	ESS NORTHEAST LLC	04/17/2021	SUBSTITUTE TEACHERS WEEK ENDING 4-17-2021	INV236247	553.98
56451	05/25/2021	ESS NORTHEAST LLC	03/20/2021	SUBSTITUTE TEACHERS WEEK ENDING 3-20-2021	INV229589	290.18
56451	05/25/2021	ESS NORTHEAST LLC	03/13/2021	SUBSTITUTE TEACHERS WEEK ENDING 3-13-2021	INV228130	1,846.60
56451	05/25/2021	ESS NORTHEAST LLC	03/06/2021	SUBSTITUTE TEACHERS WEEK ENDING 3-6-2021	INV225779	791.40
56451	05/25/2021	ESS NORTHEAST LLC	05/01/2021	SUBSTITUTE TEACHERS WEEK ENDING 5 -1-2021	INV239651	593.55

CHECK NUMBER	CHECK DATE	CHECK VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	INVOICE AMOUNT
56452	05/25/2021	FUNCTIONAL CONNECTIO	05/07/2021	CLASSROOM SERVICES APR 2021	001	2,647.50
56453	05/25/2021	GEISINGER CLINIC	05/04/2021	ATHLETIC TRAINING SERVICE APR 2021	05042021	7,856.05
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1447	180.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1448	293.76
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1449	666.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1450	36.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1451	36.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1452	144.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1453	1,062.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1454	990.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1455	828.00
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1456	783.60
56454	05/25/2021	LAW OFFICES OF ANGEL	05/03/2021	PROFESSIONAL SERVICES APR 2021	1457	126.00
56454	05/25/2021	LAW OFFICES OF ANGEL				0.00
56455	05/25/2021	NEPDEC	08/07/2020	MEMBESHIP DUES 07-01-2020 -- 06-30-2021	1058	3,450.00
56456	05/25/2021	PETROLEUM SERVICE CO	04/28/2021	ULSD DIESEL	17206	15,466.07
56457	05/25/2021	RAILROAD MANAGEMENT	01/29/2021	810113 LICENSE FEES 5/1/2021-4/30/2022	433152	860.09
56458	05/25/2021	SHERIDAN, JAMES	04/30/2021	CLOTHING ALLOWNCE	04302021	181.04
56458	05/25/2021	SHERIDAN, JAMES	05/05/2021	CLOTHING ALLOWANCE	05052021	31.68
56459	05/25/2021	STA CENTRAL REGION	04/30/2021	TRANSPORTATION APR 2021	27425113	348,202.92
56460	05/25/2021	THE TIMES LEADER	04/21/2021	APR 2021 BILLING MEETING NOTICES	80094164	460.25
56461	05/25/2021	WILKES-BARRE AREA SC	04/30/2021	FOSTER GRANDPARENT IN KIND MEALS APR 2021	5042021	231.80
56461	05/25/2021	WILKES-BARRE AREA SC	04/27/2021	FOSTER GRANDPARENT IN KIND MEALS MAR 2021	04272021	228.00
56462	05/25/2021	1ST ALERT SECURITY &	05/14/2021	Spring Sports Security - 2021	May 11, 20	441.75
56463	05/25/2021	ADAMS, MARK	05/12/2021	Wolfpack FR Track Official 5-12-2021	WBA FR Tra	80.00
56464	05/25/2021	BALTIMORE, SANDY	05/03/2021	Wolfpack Boys Lacrosse Official 5-3-2021	WBA B Lacr	88.00
56465	05/25/2021	BARBACCI, DWIGHT	05/06/2021	Wolfpack Baseball Official 5-6-2021	WBA BB 506	77.00
56466	05/25/2021	BIROS UTILITIES, INC	05/04/2021	Portable Toilet Rentals - Guthrie Field	148667	68.00
56466	05/25/2021	BIROS UTILITIES, INC	05/04/2021	Portable Toilet Rentals - Clarks Lane, Plains, PA	148669	68.00
56466	05/25/2021	BIROS UTILITIES, INC	05/04/2021	Portable Toilet Rentals - Solomon JH Complex	148668	136.00
56466	05/25/2021	BIROS UTILITIES, INC	05/04/2021	Portable Toilet Rentals - Memorial Stadium	148670	604.00
56467	05/25/2021	BURNS, CHARLES	05/05/2021	Wolfpack Track Official	WBA Track	80.00

CHECK NUMBER	CHECK DATE	VENDOR	INVOICE DATE	INVOICE DESCRIPTION	INVOICE NUMBER	AMOUNT
				5-5-2021		
56468	05/25/2021	COHEN, RICHARD	04/30/2021	Wolfpack Boys Lacrosse Official 4-30-2021	WBA B Lacr	88.00
56469	05/25/2021	CRYAN, SEAN	05/12/2021	Wolfpack Fr Track Official 5-12-2021	WBA FR Tra	65.00
56470	05/25/2021	DELUCA, REE REE	05/05/2021	Wolfpack Boys Lacrosse Official 5-5-2021	WBA B Lacr	88.00
56471	05/25/2021	DEPRIMO, ANGELO	05/05/2021	Wolfpack Track Official 5-5-2021	WBA Track	65.00
56472	05/25/2021	GALICKI, FRANK	05/06/2021	Wolfpack Baseball Official 5-6-2021	WBA BB 506	77.00
56473	05/25/2021	HAGEDORN, JOSEPH	04/30/2021	Wolfpack Boys Lacrosse Official 4-30-2021	WBA B Lacr	88.00
56473	05/25/2021	HAGEDORN, JOSEPH	05/05/2021	Wolfpack Boys Lacrosse Official 5-5-2021	WBA B Lacr	88.00
56474	05/25/2021	JOHN MCELWEE	03/31/2021	Professional Services Provided - March 2021	#62	1,250.00
56475	05/25/2021	JOHNSON, NANCY	05/05/2021	Wolfpack Track Official 5-5-2021	WBA Track	65.00
56476	05/25/2021	KHALIFE, ANTHONY	05/12/2021	Wolfpack FR Track Official - 5-12-2021	WBA FR Tra	65.00
56477	05/25/2021	LEVANDOWSKI, JANNA	05/05/2021	Wolfpack Track Official 5-5-2021	WBA Track	65.00
56477	05/25/2021	LEVANDOWSKI, JANNA	05/12/2021	Wolfpack FR Track Official 5-12-2021	WBA FR Tra	65.00
56478	05/25/2021	MACKUNIS, ROBERT	05/03/2021	Wolfpack Boys Lacrosse Official 5-3-2021	WBA B Lacr	88.00
56479	05/25/2021	PACCHIONI, DAVID	05/08/2021	Wolfpack Boys Lacrosse Official 5-8-2021	WBA B Lac	88.00
56480	05/25/2021	PRESSLEY RIDGE	05/04/2021	Claim #130414-CL-00001 - Education	130414	2,667.50
56480	05/25/2021	PRESSLEY RIDGE	05/04/2021	Claim #130422-CL-00001 - School Aide - Residential	130422	8,745.00
56481	05/25/2021	SPEIER, ROCHELLE	05/05/2021	Wolfpack Track Official 5-5-2021	WBA Track	75.00
56481	05/25/2021	SPEIER, ROCHELLE	05/12/2021	Wolfpack FR Track Official 5-12-2021	WBA FR Tra	75.00
56482	05/25/2021	TWARDOWSKI, FRANK	05/05/2021	Wolfpack Track Official 5-5-2021	WBA Track	65.00
56482	05/25/2021	TWARDOWSKI, FRANK	05/12/2021	Wolfpack FR Track Official 5-12-2021	WBA FR Tra	65.00
56483	05/25/2021	WARREN, DONALD	05/08/2021	Wolfpack Boys Lacrosse Official 5-8-2021	WBA B Lacr	88.00
56484	05/25/2021	WHITE, KENNETH	05/12/2021	Wolfpack FR Track Official - 5-12-2021	WBA FR Tra	65.00
56485	05/25/2021	ZUPKO, ED	05/05/2021	Wolfpack Track Official 5-5-2021	WBA Track	65.00
Totals for checks						731,322.98

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	GENERAL FUND	0.00	0.00	731,322.98	731,322.98
*** Fund Summary Totals ***		0.00	0.00	731,322.98	731,322.98

***** End of report *****

BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE

E. Contracted Services

1. That approval be given to amend the contract with Schaedler Yesco Distribution for the GAR Lighting project at a total cost of \$461,469.88.
2. That approval be given to advertise for bids for the Stadium Project and Solomon/Plains Complex Roof Project pending the receipt of drawings.

Rev. Shawn Walker, Chairperson

PERSONNEL COMMITTEE

Beth Anne Harris, Chairperson

TO: The President and Members of the Wilkes-Barre Area School Board

The Personnel Committee respectfully submits the following report and recommendations.

All appointments are made pending the receipt of PDE required clearances, certifications, and any applicable pre-employment drug test.

A. Professionals

1. That the following professional employees be appointed to positions on Curriculum Development/Revision Committees at a rate of \$35 per hour, not to exceed predetermined hours based on funding available.

3-5 Reading

Amy Sod
Susan Domiano

Lisa Giovannini

Kristen Pstrak

Federal Programs Document Revision

Lorrie Gardner
Mary Jo Petlock
Sandy Atherton

Michael Caprari
Brenda Labatch-Cavalari
Maureen McLaughlin

Keli Shanahan
Kristin Laiuvara

K-5 Math Teachers

Amy Sullivan
Megan Peters
Jennifer Yuhas

Janelle Kuhl
Michelle Krzywicki

Cynthia Thomas
Kristen Pstrak

K-5 Science Teachers

Ashley Altavilla
Carissa Wargo

Cynthia Craig
Melissa Matello

Kevin Sickle
Yvonne Corcoran

Primary ELA

Keli Shanahan
Michael Caprari

Lorraine Farrell

Sandy Atherton

Secondary English

Andita Parker Lloyd
John Gosciwski

Maureen Sovan
Heather Johnson

Karen Gayton

Secondary Math

MaryAnn Rizzo
Michael Ostrum
Matthew Mill

Marianne Kapuschinsky
Jamee Hopkins
Christina Nordmark

Katherine Genovese
Colleen Franchi

Secondary Reading

Mandy Costello
Susan Schwab
Jill Casarella

Maureen McLaughlin
Megan Sweeney
Sarah Edwards

Leah Zelinka
Kimberly Pasonick

Secondary Science

Meredith Falchek
Jared Meehan

Amy Peters
Brenda Banaszek

Sherri Yelen
Colleen Franchi

Secondary STEM

Michael Day
Mitchell Marcks

Michael Shimko

Keith Eberts

Secondary Social Studies

Glenn Zimmerman
Mary Tranguch
Georgette Ferkel
Jennifer Yuhas
David Hagenbaugh

Melissa Matello
Sean McLaughlin
Desiree Phillips
Amanda Mendoza

Rick Collins
Mark Cardone
Michael Ward
Erik ODay

ESL

David Lewis
Erika Hanson

Kelly Jackson
Amy Wargo-Secor

Keryn Bevan

2. That the Split Coverage Addendum Memorandum of Understanding between the Wilkes-Barre Area Board of School Directors and Wilkes-Barre Area Education Association be approved. **“Exhibit H”**.

B. Food Service

That the following food service employees be appointed for the SSO program at their current hourly rate. The SSO Program will begin after the current contracted school year through July 9, 2021.

Judy Blaine
Karen Charnichko
Barbara Givens

Linda Koch
Cheryl Montigny

Stacey Rogers
Mary Ann Susek

C. Extra-Curricular Salary Schedule-6

1. The following appointments are made for the year and will be continued on a year to year basis unless, the post is declared vacant by the Board of School Directors. All appointments are effective upon all PDE required clearances and documents being submitted.

Activities Director	WBASD High School	_____
Activities Director	Solomon/Plains Middle School	_____
Activities Director	GAR Middle School	_____
Senior Class Advisor	WBASD High School	_____
Senior Class Advisor	WBASD High School	_____
Junior Class Advisor	WBASD High School	_____
Junior Class Advisor	WBASD High School	_____
Student Council Advisor	WBASD High School	_____
Student Council Advisor	Solomon/Plains Middle School	_____
Student Council Advisor	GAR Middle School	_____
FBLA Advisor	WBASD High School	_____
Key Club Advisor	WBASD High School	_____
Newspaper Club Advisor	WBASD High School	_____
Yearbook Club Advisor	WBASD High School	_____
Yearbook Club Advisor	Solomon/Plains Middle School	_____
Yearbook Club Advisor	GAR Middle School	_____

Stage Manager	WBASD High School	_____
Stage Manager	Solomon/Plains Middle School	_____
Stage Manager	GAR Middle School	_____
Debate & Speech	WBASD High School	_____

Beth Anne Harris, Chairperson

**Memorandum of Understanding
Split Coverage Addendum**

WHEREAS, some members of professional staff have performed “split coverages,” but not yet received compensation in the form of sick day credit and/or retirement credit;

WHEREAS, it is the intent of the Wilkes-Barre Area School District (“District”) and the Wilkes-Barre Area Education Association (“Association”) to provide clarification with regard to the *intent* of the language in Article IX, School Day, Section 9, Part b: Slitting of Classes in the current CBA and the Memorandum of Understanding dated October 8, 2019 and entitled “Split Classes;”

WHEREAS, the parties have reached an agreement relative to the specifics of current Collective Bargaining Agreement (CBA) language:

Now, therefore, this ____ day of _____, _____, the District and the Association enter into this memorandum of Understanding and agree as follows:

- Compensatory time which is accrued as a result of splitting of classes can be utilized in one of the following ways:
 1. used at appropriate times throughout the school year
 2. carried over to the following school year
 3. converted to sick leave
- A day will consist of seven (7) hours.
- Compensatory time will be accrued in five (5) minute blocks with any part of the five (5) to be counted as five (5).
- This agreement shall not modify or replace any other terms, conditions, or practices covered by the Collective Bargaining Agreement and Split Classes Memorandum of Understanding.

For the Wilkes-Barre Area School District

_____ Date: _____
Superintendent

_____ Date: _____
Witness

For the Wilkes-Barre Area Education Association

_____ Date: _____
President

_____ Date: _____
Witness

RESOLUTION #1

WHEREAS, the Board of School Directors of the Wilkes-Barre Area School District, in accordance with law, prepared the following budget, of the amount of funds that will be required by the School District in its several departments for the fiscal year beginning July 1, 2021, and ending June 30, 2022 in the amount of \$146,210,400.

NOW, THEREFORE BE IT RESOLVED, that the Board of School Directors of the Wilkes-Barre Area School District hereby presents the expenditures as hereinafter set forth during the fiscal year 2021-2022 and levies a tax of 18.4332 mills per dollar (\$18.43 per thousand dollars) of assessed valuation on real estate; re-enacts and/or continues in force the Resolution of June 29, 1971, providing for the levy, assessment and collection of the following taxes: (a) one (1) per centum on transfers of title of real estate; (b) a local services tax (formerly occupational privilege tax) of ten (10) dollars; (c) the earned income tax (wage tax) of one (1%) per cent; (d) the mercantile tax at the rate and under the terms and provisions set forth in the Resolution previously adopted; re-enacts and/or continues in force the Resolution of June 30, 1986 providing for the levy, assessment and collection of the business privilege tax at a rate of one and one-half (1½) mills; re-enacts and /or continues in force the Resolution of June 26, 1987 providing for the levy, assessment and collection of a per capita tax of ten (10) dollars.

Rev. Shawn Walker

Wilkes-Barre, PA

May 24, 2021

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RESOLUTION #2

WHEREAS, the Wilkes-Barre Area Career & Technical Center has submitted its 2021-2022 Operating & Budget to the Wilkes-Barre Area School District Board of Directors for review and approval.

NOW, THEREFORE BE IT RESOLVED, that the Wilkes-Barre Area Career & Technical Center shall operate for the fiscal year July 1, 2021 to June 30, 2022, in accordance with the Operating Budget (Budget) presented by the Center's Joint Operating Committee.

AND, BE IT FURTHER RESOLVED that said Budget anticipates total expenditures of \$10,538,251, of which the Wilkes-Barre Area School District's contribution is estimated at \$2,903,444 for operations, an increase of \$3,170 from the districts adjusted contributions for the year 2020-2021. The Wilkes-Barre Area School District's contribution for the debt service budget is estimated at \$266,406, a decrease of \$12,582.00.

John Quinn

Wilkes-Barre, PA
May 24, 2021
2

RESOLUTION #3

BE IT RESOLVED, that **Tom Telesz** be appointed Secretary of the Board of Education to serve a 4 year term beginning July 1, 2021 through June 30 2025, under the provisions of Section 434 of the Public School Code of 1949, as amended.

AND, BE IT FURTHER RESOLVED, that the Secretary be bonded, and premium for such bond to be paid by the School District.

Mark Atherton

Wilkes-Barre, PA
May 24, 2021
3

RESOLUTION

WHEREAS, the recent death of **Charles Edward Greenfield** has brought sorrow to his family, friends, and all who knew him; and

WHEREAS, he was a graduate of Elmer L. Meyers High School. Charles, also known as "Winky" to his family and friends, worked for the Woodberry Company and then later in the dairy business starting at Purvin Dairy and ending his career at Blue Ribbon where he made ice cream well into his 70's. Charles was a devoted husband, father, grandfather and uncle, and;

WHEREAS, he was the husband of the late Dolores Greenfield to whom he was married for seventy-two years and the father of Terry Schiowitz, School Board Member for Wilkes-Barre Area School District, Charles, Jr. and the late Carol Elia, and;

WHEREAS, his passing on May 3, 2021 will leave an unfillable void in the lives of all who knew and loved him.

THEREFORE, BE IT RESOLVED, that his death be recorded in the minutes of the Board of School Directors and that the Secretary be instructed to express the sympathy of the members of the Board to his daughter, Terry; son, Charles, Jr. and to his entire family.

Wilkes-Barre, PA

May 24, 2021

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Joseph A. Caffrey