

**REGULAR BOARD MEETING  
MINUTES  
MAY 26, 2022**

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**Board President Joseph A. Caffrey** called the meeting to order at 6:11 p.m.

**Superintendent Costello** led the Pledge of Allegiance.

**Board Secretary, Thomas F. Telesz** called the roll.

**8 Members Present:** Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey

**1 Member Absent:** Quinn

**President Caffrey:**

- The Chair announced the Board held an Executive Session prior to the Regular Board Meeting May 26, 2022. The subjects discussed in these Executive Sessions related solely to matters of employee relations, labor negotiations, and/or threatened or actual litigation.
- Motion to approve the minutes of the Regular Board Meeting held on April 11, 2022 dispense with the reading of those minutes.

**Motion by Ms. Thomas seconded by Mr. Atherton**

**8 Ayes:** Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey

**SUPERINTENDENT REPORT**

**Dr. Costello** – At this time, I would like to present the letter submitted to the District on behalf of Mrs. Colleen Robatin, Principal of Wilkes-Barre Area High School. The letter states the following: Wilkes-Barre Area High School Senior Class as 591 students – 311 Boys and 280 Girls. These students have met the requirements of the State of Pennsylvania and the Wilkes-Barre Area School District for high school graduation. They are hereby recommended for diplomas to be awarded on June 10, 2022 provided their academic performance, attendance and conduct are satisfactory for the remainder of the school year.

Due to the number of graduates, the graduation ceremony will be held at the Mohegan Sun Arena on June 10, 2022 at 12:00 noon. There will not be a limit to the number of people that can attend graduation.

Dr. Costello presented the budget/finance and facilities report for the 2022-2023 school year. He explained the budget amount and how the District receives the revenue to fund the proposed budget. Dr. Costello then explained the breakdown of the revenue and what the expenditures consist of, such as the instructional services, support services, facilities and debt services. The majority of the revenue is spent on the instructional services.

Dr. Costello discussed how the District continues to be under-funded by \$33 million and the effect that has on District-wide programs.

**APOLLO REPORT/FACILITIES MANAGEMENT REPORT**

**Mike Krzywicki - Meyers High School** - The air conditioning units have been removed from the windows and all the windows have been closed; building security checks are continuing while the building is unoccupied

**Flood Elementary** – Requested quotes for pre-cast concrete steps for the main entrance and Guthrie Field has been prepped for the season.

**Heights-Murray Elementary** – The Switchgear replacement has been scheduled to commence on June 20, 2022. The work is expected to last approximately two weeks. We installed temporary protection over a broken window.

**Solomon/Plains Complex** – Projectors and projector screens are being installed on the elementary side. Cold patch was placed in various potholes around the parking lot. They will need to be permanently repaired over the summer. Roof replacement on the Field House began on April 4. Began roof replacement at the gym area. Commenced replacement of recessed light fixtures on the Middle School side. Repairs to the sidewalks on the Abbott Street side has begun. Backstop padding, a new bench and a second base was installed on the softball field and both fields were dragged.

**Dodson Building** – A section of steam piping was replaced. We commenced the cleaning and painting of the lobby, offices, restrooms, classroom and cafeteria.

**GAR Middle School** – We are continuing to replace ceiling tiles. We requested a quote for architectural services for a partial roof replacement, HVAC upgrades and interior finishes. Requested quotes to repair chiller

**WBA High School** – PADOT improvements at Abbott Street have been completed with the exception of the turning lanes. We are waiting for the results of the updated traffic study.

Continued installation of bulletin boards and completed installation of additional toilet accessories in the girl's bathroom stalls.

Sitework contractor has begun to complete their punch list items.

Building Shell Contractor has continued to complete the remaining work and address their punch list items.

The HVAC Contractor has continued to address their punch list items.

The Landscaping Contractor has commenced addressing their punch list items.

The Stadium Contractor has completed installation of the foundations for bleachers, continued site grading, installation of underground utilities, and commenced installation of field lighting, bleachers, sidewalks, curbs, fencing and liner & drainage stone under field.

We received and reviewed bids for the field house and ticket booths.

Lawn and field maintenance continues at all buildings.

**COMMUNICATIONS FROM CITIZENS**

**Phil Schoener – West Pittston, PA**

Addressed the Board regarding the procedures for hiring athletic coaches and year to year contracts.

**At this time Atty. Wendolowski requested the meeting be adjourned for a brief executive session.**

**Meeting adjourned at 7:05 p.m. and reconvened at 7:15 p.m.**

**LUZERNE INTERMEDIATE UNIT #18**

**Ms. Thomas** – The next meeting will be Wednesday, June 22, 2022 at 6:30 p.m.

**WILKES-BARRE AREA CTC**

**Ms. Harris** – The next will be Monday, June 20, 2022 at 5:30 p.m.

**CURRICULUM/ADMINISTRATION COMMITTEE**

**Rev. Walker presented the following report and recommendations for the Board's approval.**

1. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Northern Tier Industry & Education Consortium for the 2022-2023 school year to provide students in grade 9-12 career education programs at a cost of \$5,000. **“Exhibit A”**
2. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and United Therapy, LLC to provide Occupational Therapy Services beginning August 2022 to August 2023 at a cost of \$80.00 per hour. **“Exhibit B”**
3. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and John McElwee to provide BSBA VB Consultation Services beginning July 1, 2022 through June 30, 2023 at a rate of \$125 per hour not to exceed \$12,500 for the year. **“Exhibit C”**
4. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Programs of Western Pennsylvania School for the Deaf at the Scranton School for the Deaf and Hard of Hearing Children for the 2022 Extended School Year for students “AM, EM and DRG”. The program runs from July 11 to July 29, 2022. The cost of the program is \$2,000 per student plus an additional \$1,500 for a one on one aide for student DRG. **“Exhibit D”**
5. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and New Story, 1150 Wyoming Avenue, Wyoming, PA for the 2022 Extended School Year program at a daily rate between \$261 and \$510 dependent upon the acuity level. **“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 2022-2023 school year. This agreement will have an automatic yearly renewal with base rates increased by 3%. **“Exhibit F”**
7. That approval be given to enter into an Intergovernmental Agreement between the Wilkes-Barre Area School District and the Luzerne Intermediate Unit #18, 368 Tioga Avenue, Kingston, PA to provide programs and services as listed. **“Exhibit G”**.

**Rev. Walker moved, seconded by Ms. Harris to adopt the Curriculum Administration Report**

**The vote was as follows:**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

### **BUDGET FINANCE/MATERIALS & SUPPLIES/CONTRACTED SERVICES COMMITTEE**

**Rev. Walker presented the following report and recommendations for the Board’s approval.**

#### **A. ADMINISTRATIVE**

1. That approval be given to the Treasurer’s Report for March and April 2022. **“EXHIBIT H”**
2. Capital Projects – That approval be given to the below listed payments.

A2.1	Apollo Group, Inc.	New High School Project	Capital Projects	App. No. 53	\$2,067.80
A2.2	Green Valley Landscaping, Inc.	New High School Project	Capital Projects	App. No. 13	\$12,712.50
A2.3	Scranton Sheet Metal, Inc.	New High School Project	Capital Projects	App. No. 31	\$203,794.73
A2.4	Sterling Glass, Inc.	New High School Project	Capital Projects	App. No. 10	\$191,674.00
A2.5	Sterling Glass, Inc.	New High School Project	Capital Projects	App. No. 11	\$102,298.18
A2.6	Geo-Science Engineering & Testing	New High School Project	Capital Projects	Inv. 020303	\$8,603.25
A2.7	Safco	New High School Project	Capital Projects	Inv. 28044761	\$2,384.92
A2.8	Apollo Group, Inc.	Stadium Project	Capital Projects	App. No. 7	\$22,200.91
A2.9	Breslin Ridyard Fadero Architects	Field House/ Ticket Booth	Capital Projects	Inv. 716-05-2022	\$47,359.92
A2.10	Keystone Sports Construction	Stadium Project	Capital Projects	Inv. 1816	\$89,180.89

A2.11	Keystone Sports Construction	Stadium Project	Capital Projects	Inv. 1810	\$849,481.44
A2.12	Keystone Sports Construction	Stadium Project	Capital Projects	Inv. 1709	\$849,481.44
A2.13	Geo-Science Engineering & Testing	Stadium Project	Capital Projects	Inv. 0004052	\$10,460.00
A2.14	Geo-Science Engineering & Testing	Stadium Project	Capital Projects	Inv. 0004434	\$10,245.00
A2.15	Citizens' Voice	Legal Ad Stadium Proj.	Capital Projects	Ref. # 82625214 CLL	\$738.77
A2.16	Times Leader	Legal Ad Stadium Proj.	Capital Projects	Trans. # 301062752	\$1,221.80
A2.17	Dunmore Roofing	Solomon/Plains Roof Project	Capital Projects	App. No. 1	\$306,035.07

3. That approval be given to ratify the following Capital Projects check:

VENDOR	CHECK #	AMOUNT
Plains Township	616	\$5,442.19
Breslin Ridyard Fadero Architects	617	\$180,966.50
PPL Electric Utilities Corp	618	\$41,054.00
Breslin Ridyard Fadero Architects	619	\$292.75

4. That approval be given to reimburse the following Parent/Guardians for transporting their child to and from school at the current IRS mileage rate:

Parent	Address
TB	240 McLean Street, Wilkes-Barre, PA
CG	29 Flick Street, Wilkes-Barre, PA
JV	250 Coal Street, Wilkes-Barre, PA
LO	522 S. River St., Wilkes-Barre PA

5. That ratification be given to the Repository Tax Sale by Elite Revenue Solutions, as agent for the Luzerne County Tax Claim Bureau as follows:

Property Address	Parcel No.	Proposed Bid
7-9 Corlear Street, W-B, PA	73-H9SW3-037-021-000	\$500
73 Sullivan Street, W-B, PA	73-H9SE9-024-028-000	\$500

6. That approval be given to renew membership with the Pennsylvania School Board Association, 400 Bent Creek Blvd., Mechanicsburg, PA for the 2022-2023 school year at a cost of \$16,067.05.

## B. FEDERAL

That in accordance with the authority of the Board, the following Federal Fund AP Checks #2506 to # 2520; Federal Fund Wire Transfers #202100730 to #202100744 which were drawn for payment since the last regular Board meeting of the Board of Education held on April 11, 2022.

**C. GENERAL FUND/FOOD SERVICE**

That in accordance with the authority of the Board, the following General Fund Checks #58290 to #58347 and General Fund Wire Transfers #202111888 to #202111904 and Food Service Checks #3729 to #3742 which were drawn for payment since the last regular Board meeting of the Board of Education held on April 11, 2022 be approved.

**D. GENERAL FUND**

That checks #58348 to #58574 listed on the following pages, which have been inspected, be approved and that order be drawn for the respective amounts set down opposite the names of persons or firms.

**E. CONTRACTED SERVICES**

1. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Breslin Architects, 1226 Union Boulevard, Allentown, PA for professional design services to complete a study for relocation or new construction to house the District Administrative Offices. **“Exhibit I”**
2. That approval be given to enter into an agreement between the Wilkes-Barre Area School District and Breslin Architects, 1226 Union Boulevard, Allentown, PA to provide architectural services related to re-roofing portions of GAR Memorial Middle School. **“Exhibit J.”**
3. That approval be given to authorize an appraisal of properties located at 29 Wyoming Valley Road & 785 Kidder Street, Wilkes-Barre Township and City regarding the Wyoming Valley Mall. Luzerne County has agreed to share the cost of this appraisal. **“Exhibit K.”**
4. That approval be given to accept the 2022-2023 Budget Proposal, as presented by The Nutrition Group, 580 Wendel Road, Suite 100, Irwin, PA in respect to Food Service Management Services for the 2022-2023 school year. The proposal incorporates the continuation of the CEP Program. A copy of the Budget proposal is on file in the office of the Board Secretary and incorporated into this resolution with full force and effect as if same had been pronounced in its entirety herein.
5. That approval be given to Change Order #010 for Scranton Sheet Metal, Inc. in the amount of \$31,891.00. The Change Order consists of the following:

Replace filters on 95 HVAC units	\$31,891.00
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6. That approval be given to Change Order #023 for Stell Enterprises, Inc. in the amount of \$6,767.50 The Change Order consists of the following:

Snow plowing (March 2022)	\$6,767.50
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7. That approval be given to issue notices of intent to award contracts for the following construction packages of the Wilkes-Barre Area High School Stadium Field House and Ticket Booths:

**a. GENERAL TRADES**

**Panzitta Enterprises, Inc.  
72 George Avenue  
Wilkes-Barre, PA 18705**

<b>Base Bid</b>			<b>\$3,398,000</b>
Alternates	A-1	\$250,500	
	A-3	\$50,000	
	A-4	\$7,000	
	A-4a	\$20,000	
	A-5	\$27,000	
	A-5a	\$27,000	
	A-5b	\$14,000	
	A-6a	\$110,000	
	A-7	\$16,500	
<b>Total Alternates</b>			<b>\$522,000</b>
<b>Total General Trades</b>			<b>\$3,920,000</b>

**Unit Prices**

Unit Price No. 1	70/cy
Unit Price No. 2	80/cy
Unit Price No. 3	50/cy
Unit Price No. 4	\$10,000/ton
Unit Price No. 5	24/sf
Unit Price No. 6	150/lf
Unit Price No. 7	180/sy
Unit Price No. 8	3/sf

**b. HVAC**

**Myco Mechanical, Inc.  
1 North Washington Street  
Telford, PA 18969**

<b>Base Bid</b>			<b>\$284,000</b>
Alternates	H-1	\$34,000	
	H-2	\$12,000	
	H-3	\$12,000	
<b>Total Alternates</b>			<b>\$58,000</b>
<b>Total HVAC</b>			<b>\$342,000</b>

**Unit Prices**

Unit Price No. 9	9/lb
Unit Price No. 10	2225/ea
Unit Price No. 11	1200/ea

**c. PLUMBING**

**Myco Mechanical, Inc.**  
**1 North Washington Street**  
**Telford, PA 18969**

<b>Base Bid</b>			<b>\$647,000</b>
Alternates	P-1	\$4,800	
	P-2	\$3,500	
<b>Total Alternates</b>			<b>8,300</b>
<b>Total Plumbing</b>			<b>\$655,300</b>

**Unit Prices**

Unit Price No. 1	2000/cy
Unit Price No. 2	2000/cy
Unit Price No. 12	3500/ea
Unit Price No. 13	200/ea
Unit Price No. 14	-200/ea

**d. ELECTRICAL**

**Everon Electrical Contractors, Inc.**  
**Rocky Glen Industrial Park**  
**P.O. Box 3717**  
**Scranton, PA 18505-3717**

<b>Base Bid</b>			<b>\$378,980</b>
Alternates	E-1	\$14,800	
	E-2	\$1,000	
	E-3	\$1,290	
	E-4a	\$3,990	
<b>Total Alternates</b>			<b>\$21,080</b>
<b>Total Electrical</b>			<b>\$400,060</b>

**TOTAL ALL CONTRACTS      \$5,317,360**

**Schedule of Alternates**

<b>Alt. No.</b>	<b>Description</b>
A-1	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Storage Room B100 building area as designated on the Contract Documents.
A-3	The Contractor shall state the difference in price from the Base Bid should the Owner decide to ADD outdoor bench seating as specified in Section 323400. Alternate shall include deletion of the stainless steel cane detection railings where indicated. Refer to Site Paving Plan 2/C1201 for locations and quantity.
A-4	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the 12-inch high backlit "WOLFPACK FIELD" dimensional letter signage indicated on WEST Elevation 1/A202 as specified in Section 101419.
A-4a	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the 6'-6" high backlit "WOLFPACK" dimensional letter signage indicated on WEST Elevation 1/A201 as specified in Section 101419.
A-5	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Backlit School Logo Metal Signage Panels indicated on Elevation 1/A201 as specified in Section 101426.
A-5a	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Backlit School Logo Metal Signage Panels indicated on Elevation 4/A201 as specified in Section 101426.
A-5b	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Backlit School Logo Metal Signage Panel at Ticket Booth "B" as indicated on Elevation 4/A202 as specified in Section 101426.
A-6a	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD a cantilever pre-engineered aluminum canopy system (112 feet total length) as indicated on the Drawings. Reference Plan 3/A102.
A-7	The Contractor shall state the difference in price from the base bid should the Owner decide to substitute Resinous Flooring with integral cove base specified in Section 096723 in lieu of the base bid slip-resistant VCT flooring with rubber base indicated on the Room finish Schedule.
H-1	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Storage Room B100 building area as designated on the Contract Documents.
H-2	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD a Mini-Split System Heat Pump HP-2 serving Coach's Room B113.
H-3	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD a Mini-Split System Heat Pump HP-1 serving Coach's Room B104.
P-1	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Storage Room B100 building area as designated on the Contract Documents
P-2	The Contractor shall state the difference in price from the base bid should the Owner decide to substitute copper water supply piping with required fittings throughout in lieu of the base bid PEX water supply tubing with required fittings. Refer to Drawing P801 for additional information
E-1	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD the Storage Room B100 building area as designated on the Contract Documents.
E-2	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD Mini-Split System Heat Pump HP-2 serving Coach's Room B113.
E-3	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD Mini-Split System Heat Pump HP-1 serving Coach's Room B104.
E-4a	The Contractor shall state the difference in price from the base bid should the Owner decide to ADD light fixtures as it relates to the cantilevered pre-engineered steel framed canopy (112 feet total length) as indicated on the Drawings

**Schedule of Unit Prices**

<b>Unit Price No.</b>	<b>Description</b>
1	per cubic yard for unsuitable soil removal and replacement with imported structural fill material placed including compaction as specified in Section 312000 "Earthwork." Unsuitable material shall be hauled from building area and placed on site where indicated on Drawing C2.0.
2	per cubic yard for coal ash removal and replacement with imported structural fill material placed including compaction as specified in Section 312000 "Earthwork." Coal ash material shall be hauled from building area and placed on site where indicated on Drawing C2.0.
3	per cubic yard of additional imported structural fill material placed including compaction as specified in Section 312000 "Earthwork."
4	per ton for miscellaneous steel for lintels; floor and roof opening headers and miscellaneous angles, beams, plates, bars, etc. including fabrication, shop priming, delivery to site and installation.
5	per square foot of 4,500 psi exterior 4-inch thick concrete sidewalk installed on grade with forms and wire fabric including 5 inches of drainage fill, excavation, substrate preparation, and silane waterproofing.
6	per linear foot to install new concrete curb on site including excavation and formwork.
7	per square yard of bituminous asphalt paving including excavation, substrate preparation and consisting of 6-inch stone base, 3.5 inch base course and 1.5 wearing course.
8	per square foot of 6-inch thick installation of topsoil including finish grading and seeding.
9	per pound to furnish and install galvanized steel ductwork, including hangers and accessories.
10	furnish and install one 24 inch x 24-inch ceiling mounted supply air diffuser including manual balancing damper.
11	per space temperature sensor, including heavy-duty guard, wiring and programming
12	per full port ball valve installed in PEX tubing
13	per 1-inch bronze full port ball valve, installed
14	per fixture to furnish manual flushometers installed, in lieu of automatic flushometers.

**Rev. Walker moved, seconded by Ms. Thomas to adopt the Budget Finance/Materials & Supplies/Contracted Services Report.**

**On the question:**

**Rev. Walker – Is Item E-3 strictly for tax purposes?**

**Atty. Wendolowski** – The owner of the mall turned the keys back to the lender because it was a non-recourse loan. That company then sold it at a lesser value than what it is currently assessed at. They filed an appeal to lower the value. We partnered with the county for an appraisal to see what the value should be. This is expert opinion we need to litigate a successful appeal.

**Mr. Atherton** - Is E-6 for snow removal at the high school? Is Item #7 being funded by ESSER Funds?

**Dr. Costello** – Yes E-6 is snow removal. Item #7 represents the low bids for the Stadium Project per trade.

**The vote was as follows:**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

### **ATHLETIC COMMITTEE**

**Mr. Caffrey** – A committee meeting was held on May 19<sup>th</sup>. Items discussed included the budget for 2022-2023, stadium project, booster club issues, field maintenance, summer camp and the track at Solomon.

### **SAFETY/SECURITY COMMITTEE**

**Mr. Evans** – The next meeting will be Friday, June 3 and we will be discussing safety procedures for graduation day.

**TRANSPORTATION COMMITTEE** – No Report

### **BUILDING MAINTENANCE COMMITTEE**

**Mr. Atherton** – The committee met on Thursday, May 19<sup>th</sup> at Solomon Middle School. The meeting was held while doing a tour of the building and talked with several teachers and discussed their concerns.

### **FACILITIES TRANSITION COMMITTEE**

**Ms. Thomas** – What are we doing with the furniture and equipment that is left at Meyers High School?

**Dr. Costello** – Everything we need has been removed from the building. We will check to see if anything can be donated. The equipment in the gym is being stored there temporarily.

### **STUDENT WELLNESS COMMITTEE**

**Ms. Thomas** – No report at this time.

**POLICY COMMITTEE**

**Rev. Walker presented the following report and recommendations for the Board's approval.**

1. That the following policies be adopted:

- 317 Employee - Conduct/Disciplinary Procedures
- 317.1 Educator Misconduct

Book - Policy Manual

Section - 300 Employees

Title - Conduct/Disciplinary Procedures

Code - 317

Status - From PSBA

**Authority**

**All administrative, professional and support employees are expected to conduct themselves in a manner consistent with appropriate and orderly behavior.** Effective operation of **district schools** requires the cooperation of all employees working together **and complying with** a system of **Board policies, administrative regulations, rules and procedures**, applied fairly and **consistently**.

**The Board requires employees to maintain professional, moral and ethical relationships with students at all times.**[\[1\]](#)[\[2\]](#)

**The Board directs that all district employees shall be informed of conduct that is required and is prohibited during work hours and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.**[\[3\]](#)[\[4\]](#)

When **demotion or dismissal** charges are filed against a **certificated administrative or professional employee, a hearing shall be provided as required by applicable law. Noncertificated administrative and support employees may be entitled to a Local Agency Law hearing, at the employee's request.**[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

**Delegation of Responsibility**

**All district employees shall comply with state and federal laws and regulations, Board policies, administrative regulations, rules and procedures. District employees shall endeavor to maintain order, perform assigned job functions and carry out directives issued by supervisors.**[\[3\]](#)

**When engaged in assigned duties, district employees shall not participate in activities that include but are not limited to the following:**

1. **Physical or verbal abuse, or threat of harm, to anyone.**
2. **Nonprofessional relationships with students.**[\[2\]](#)
3. **Causing intentional damage to district property, facilities or equipment.**
4. **Forceful or unauthorized entry to or occupation of district facilities, buildings or grounds.**

5. Use, possession, distribution, or sale of alcohol, drugs or other illegal substances.[13]
6. Use of profane or abusive language.
7. Breach of confidential information.
8. Failure to comply with directives of district officials, security officers, or law enforcement officers.[6]
9. Carrying onto or possessing a weapon on school grounds without authorization from the appropriate school administrator.
10. Violation of Board policies, administrative regulations, rules or procedures.[6]
11. Violation of federal, state, or applicable municipal laws or regulations.[6]
12. Conduct that may obstruct, disrupt, or interfere with teaching, research, service, operations, administrative or disciplinary functions of the district, or any activity sponsored or approved by the Board.

The Superintendent or designee shall develop and disseminate disciplinary rules for violations of Board policies, administrative regulations, rules and procedures that provide progressive penalties, including but not limited to verbal warning, written warning, reprimand, suspension, demotion, dismissal and/or pursuit of civil and criminal sanctions.[6][14]

#### **Arrest or Conviction Reporting Requirements**

Employees shall use the designated form to report to the Superintendent or designee, within seventy-two (72) hours of the occurrence, an arrest or conviction required to be reported by law.[15][16]

Employees shall also report to the Superintendent or designee, in writing, within seventy-two (72) hours of notification, that the employee has been named as a perpetrator in a founded or indicated report pursuant to the Child Protective Services Law.[17]

An employee shall be required to submit new criminal history background checks if the Superintendent or designee has a reasonable belief that the employee was arrested or has been convicted of an offense required to be reported by law, and the employee has not notified the Superintendent or designee.[15]

An employee shall be required immediately to submit a new child abuse history certification if the Superintendent or designee has a reasonable belief that the employee was named as a perpetrator in a founded or indicated report or has provided written notice of such occurrence.[17]

Failure to accurately report such occurrences may subject the employee to disciplinary action up to and including termination and criminal prosecution.[15][17]

#### **Legal**

1. 22 PA Code 235.10

2. Pol. 824

3. 24 P.S. 510

4. 24 P.S. 514

5. 24 P.S. 1121

6. 24 P.S. 1122

7. 24 P.S. 1126

13. Pol. 351

14. 24 P.S. 1151

15. 24 P.S. 111

16. 24 P.S. 2070.9a

17. 23 Pa. C.S.A. 6344.3

22 PA Code 235.1 et seq

23 Pa. C.S.A. 6301 et seq

8. 24 P.S. 1127

24 P.S. 2070.1a et seq

9. 24 P.S. 1128

10. 24 P.S. 1129

11. 24 P.S. 1130

Book - Policy Manual

Section - 300 Employees

Title - Educator Misconduct

Code - 317.1 Vol IV 2020

Status - From PSBA

### **Purpose**

The Board adopts this policy to promote the integrity of the education profession and to create a climate within district schools that fosters ethical conduct and practice.

### **Authority**

The Board requires certificated district employees to comply with the Code of Professional Practice and Conduct and the requirements of the Educator Discipline Act.[\[1\]](#)[\[2\]](#)

### **Definitions**

**Educator** - shall mean a person who holds a certificate.[\[3\]](#)

**Certificate** - shall mean any Commonwealth of Pennsylvania certificate, commission, letter of eligibility or permit issued under the School Code.[\[3\]](#)

**Sexual Abuse or Exploitation** - shall mean any of the following:[\[4\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
  - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
  - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
  - c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
  - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.

2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

**Sexual Misconduct** - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or student that is designed to establish a romantic or sexual relationship with the child or student, such acts include but are not limited to:[\[3\]](#)

1. Sexual or romantic invitation.
2. Dating or soliciting dates.
3. Engaging in sexualized or romantic dialog.
4. Making sexually suggestive comments.
5. Self-disclosure or physical disclosure of a sexual or erotic nature.
6. Any sexual, indecent, romantic or erotic contact with a child or student.

### **Delegation of Responsibility**

#### **Duty to Report**

The Superintendent or designee shall report to the Pennsylvania Department of Education on the required form, within fifteen (15) days of receipt of notice from an educator or discovery of the incident, any educator:[\[5\]](#)

1. Who has been provided with notice of intent to dismiss or remove for cause, notice of nonrenewal for cause, notice of removal from eligibility lists for cause, or notice of intent not to reemploy for cause.
2. Who has been arrested or indicted for, or convicted of any crime that is graded a misdemeanor or felony.
3. Against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student.
4. Where there is reasonable cause to suspect that s/he has caused physical injury to a child or student as the result of negligence or malice.
5. Who has resigned or retired or otherwise separated from employment after a school entity has received information of alleged misconduct under the Educator Discipline Act.
6. Who is the subject of a report filed by the school entity under 23 Pa. C.S. Ch. 63 (relating to child protective services).[\[6\]](#)
7. Who the school entity knows to have been named as a perpetrator of an indicated or founded report under 23 Pa. C.S. Ch. 63.

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.[\[5\]](#)

All reports submitted to the Pennsylvania Department of Education shall include an inventory of all information, including: documentary and physical evidence in possession or control of the school relating to the misconduct resulting in the report.[\[5\]](#)

An educator who is arrested or convicted of a crime shall report the arrest or conviction to the Superintendent or designee, within seventy-two (72) hours of the occurrence, in the manner prescribed in Board policy.[\[5\]](#)[\[7\]](#)[\[8\]](#)

Failure to comply with the reporting requirements may result in professional disciplinary action.[\[9\]](#)

### **Guidelines**

#### **Investigation**

School officials shall cooperate with the Pennsylvania Department of Education during its review, investigation, or prosecution, and shall promptly provide the Pennsylvania Department of Education with any relevant information and documentary and physical evidence upon request.[\[10\]](#)

Upon receipt of notification in writing from the Pennsylvania Department of Education, the Superintendent or designee shall investigate the allegations of misconduct as directed by the Department and may pursue its own disciplinary procedure as established by law or by collective bargaining agreement.[\[10\]](#)

Within ninety (90) days of receipt of notification from the Pennsylvania Department of Education directing the school district to conduct an investigation (extensions may be requested), the Superintendent or designee shall report to the Department the outcome of its investigation and whether it will pursue local employment action. The Superintendent or designee may make a recommendation to the Department concerning discipline. If the district makes a recommendation concerning discipline, it shall notify the educator of such recommendation.[\[10\]](#)

#### **Title IX Sexual Harassment and Other Discrimination**

**Whenever the allegations underlying a report of educator misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX sexual harassment, subject to policies and procedures specific to such conduct, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Board policies. Whenever an investigation by the district of educator misconduct reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX sexual harassment, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such discrimination. To the extent feasible, investigations pursuant to discrimination policies shall be conducted jointly with investigations by the district of educator misconduct.**[\[11\]](#)[\[12\]](#)

#### **Confidentiality Agreements**

The district shall not enter into confidentiality or other agreements that interfere with the mandatory reporting requirement.[\[10\]](#)

#### **Confidentiality**

Except as otherwise provided in the Educator Discipline Act, all information related to any complaint, any complainant, or any proceeding related to discipline **under the Educator Discipline Act** shall remain confidential unless or until public discipline is imposed.[\[13\]](#)

Immunity

Any person who, in good faith, files a complaint or report, or who provides information or cooperates with the Pennsylvania Department of Education or Professional Standards and Practices Commission in an investigation or proceeding shall be immune from civil liability. The district also is immune from civil liability for the disclosure of information about the professional conduct of a former or current employee to a prospective employer of that employee. [\[14\]](#)

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Legal

1. 22 PA Code 235.1 et seq

2. 24 P.S. 2070.1a

3. 24 P.S. 2070.1b

4. 23 Pa. C.S.A. 6303

5. 24 P.S. 2070.9a

6. Pol. 806

7. 24 P.S. 111

8. Pol. 317

9. 24 P.S. 2070.9c

10. 24 P.S. 2070.11

11. Pol. 103

12. Pol. 104

13. 24 P.S. 2070.17b

14. 24 P.S. 2070.17a

23 Pa. C.S.A. 6301 et seq

24 P.S. 2070.1a et seq

**Rev. Walker moved, seconded by Ms. Harris to adopt the Policy Committee Report.**

**The vote was as follows:**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

**PERSONNEL COMMITTEE**

**Dr. Susek presented the following report and recommendations for the Board's approval.**

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

**A. Agreement**

1. That the amendment to the "Summer Program 21-22" agreement between the Wilkes-Barre Area School District and the Wilkes-Barre Area Education Association be approved. **"EXHIBIT L"**
2. That approval be given to the Collective Bargaining Agreement between the Wilkes-Barre Area School District and the Wilkes-Barre Area Secretaries & Associates Educational Support Personnel Association effective July 1, 2022.

**B. Act 93**

1. Due to the planned implementation of a newly structured learning program as well as the availability of a funding source, School Resource Officers will receive a \$5,000 stipend for full participation in the Summer Program. Stipend for partial participation will be prorated. All assignments will be based on student participation and funding available. Summer Programs hours not to exceed grant program funding.

James Sheridan  
Robert Simonetti  
Edward Mishanski

Thomas Kupetz  
Barry Jacob  
Carl Gembitski

Carol Davenport

2. That the resignation of **Todd Harding** be accepted effective August 12, 2022.

**C. Professionals**

1. That the retirement of **Debra Angelo** be accepted effective the last day of the 2021-2022 school year.
2. That **Rick Simon's** request for a sabbatical for the 2022-2023 school year be approved.
3. That **Jamie Kramer** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.
4. That **Heather Engle** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.
5. That **Jessica Hendler** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.
6. That **Carianna Makowski** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.
7. That **Courtney O'Meara** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.

8. That **Matthew Kotulak** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.
9. That **Jacquelyn Miles** be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year.
10. That **Jennifer Calore** be appointed a temporary professional employee as a Special Education Teacher.
11. That **Stacy McCarter** be appointed a temporary professional employee as a Special Education Teacher.
12. That **Matthew Kuhl** be appointed a Special Education Long-Term Substitute Teacher for the 2022-2023 school year.
13. That **Christopher Sedon's** request for an unpaid leave for the 2022-2023 school year be approved.
14. That \_\_\_\_\_ be appointed an Elementary Long-Term Substitute Teacher for the 2022-2023 school year. **TABLED**
15. Due to the planned implementation of a newly structured learning program as well as the availability of a funding source, teachers and guidance counselors will receive a \$5,000 stipend for full participation in the Summer Program. Stipend for partial participation will be prorated. All assignments will be based on student participation and funding available. Summer Programs hours not to exceed grant program funding.

Jamie Andrews  
Brenda Banaszek  
Kristen Barber  
Keryn Bevan  
Joseph Bisulca  
Stephanie Brewster  
Amy Buchinski  
Katie Burns Szafran  
Kelley Campas  
Jill Casarella  
Danielle Castanaro  
Raphael Cooper  
Yvonne Corcoran  
Michael Day  
Joelle DeLuca  
Susan Domiano  
Susan Ferretti

Dionne Fisher  
Heather Green  
Rita Gubbiotti  
Maria Hayward  
Christine Hayward  
Maria Hillard  
Jamee Hopkins  
Todd Jones  
Kelly Keating-Ball  
Brenda Cavalari  
Mitchell Marcks  
Sandra Marinko  
Diane McFarlane  
Erin McGavin  
Amanda Mendoza  
Michael Namey  
Kayley Nilon

Jill Pesotski-Timek  
Renee Pizzella  
Kelly Pryor  
Kristen Pstrak  
Joseph Rodzinak Jr  
Edward Rosengrant  
Linda Scarantino  
Susan Schwab  
Amanda Scott  
Kevin Sickle  
Maureen Sovan  
Jennifer Thomas  
Mark Umphred  
Ryan Wroblewski  
Sherri Yelen  
Mary Jo Youngblood  
Laura Zawatsky

**Attendance Coordinator**

Wayne Waslasky

16. 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.

**Elementary Math**

Janelle Kuhl  
Amy Sullivan

**Elementary Science**

Ashley Altavilla  
Yvonne Corcoran  
Kevin Sickie  
Cynthia Thomas

**Elementary ELA**

Michael Caprari  
Susan Domiano  
Erika Jacobs  
Kristin Laiuvara  
Megan Peters

Mary Jo Petlock  
Amanda Poplawski  
Keli Shanahan  
Amy Sod  
Jennifer Yuhas

**Social Studies**

Sean McLaughlin  
Amanda Mendoza  
Erik O'Day

Desiree Phillips  
Michael Ward

**Middle School Math**

Michael Ostrum

**Middle School ELA**

Maureen McLaughlin  
Amy Pascale  
Kristen Pstrak

Susan Schwab  
Maureen Sovan

**Middle School Science**

Colleen Franchi  
Jamee Hopkins

**Secondary Math**

Katherine Genovese  
Matthew Mill  
Christina Nordmark

Brittany Scarnulis  
Joshua Wasielewski

**Secondary English**

Heather Johnson  
Tara Komorek

**Secondary Reading**

Sarah Edwards  
Melinda Heffron  
Megan Sweeney  
Leah Zelinka

**Secondary Science**

Brenda Banaszek  
Meredith Falchek  
Jared Meehan

**Secondary Stem**

Keith Eberts  
Michael Shimko

**Business Academy**

Michael Day  
Mitchell Marcks

**ESL**

Keryn Bevan  
John Gosciowski  
Erika Hanson

Kelly Jackson  
David Lewis  
Lisa McCabe

**Federal Programs Document Revision**

Michael Caprari  
Denise DeMellier  
Meredith Falchek  
Lorrie Gardner  
Brenda Cavalari  
Kristin Laiuvara  
Megan Peters  
Mary Jo Petlock  
Edward Rosengrant  
Keli Shanahan

**Cyber School Secondary Social Studies**

Sean McLaughlin

**CAPAA**

Aliceia Lyons  
Joelle Deluca  
Ann Gubitose  
Patricia Martin

**Cyber School Secondary ELA**

Nichole Gordon

**Cyber School Secondary Math**

Holly Volch  
Amanda Costello

**Cyber School Secondary Science**

Tamara Rogowski  
Sherri Yelen

**D. Secretaries & Teachers' Associates**

1. That the resignation of **Donna Hooker** be accepted effective April 29, 2022.
2. That **Catherine Elick** be appointed 12 Month Secretary, Level II effective July 1, 2022.
3. That **Stacey Krawczeniuk** be appointed 12 Month Secretary, Level II effective July 1, 2022.
4. That **Heather Marcellini** be appointed 12 Month Secretary, Level II effective July 1, 2022.
5. That **Mitchell Gleco** be appointed ESSER Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week with a position termination date at the end of the 2022-2023 school year.
6. That **Sally Toney** be appointed ESSER Part Time Teacher's Associate (Paraprofessional/PCA) 20 hours per week with a position termination date at the end of the 2022-2023 school year.

**E. Custodians, Maintenance and Housekeepers**

1. That **Savitrie Kumar's** request for unpaid leave from May 27, 2022 through June 8, 2022 be accepted.
2. That **Edwina Whiting's** request for unpaid leave from May 2, 2022 through May 6, 2022 be accepted.
3. That **Charlie Fritz's** request for unpaid leave from March 9, 2022 through the end of the 2021-2022 school year be accepted.
4. That **Kevin Kaskey's** request for unpaid leave for June 3, 2022 be accepted.
5. That **Sydney Baker Hokien** be appointed a Substitute Custodian.

**F. Crossing Guards**

1. That **Grace Lecitshon's** request for unpaid leave from May 2, 2022 through June 10, 2022 be accepted.
2. That the resignation of **Thomas Zelinske** be accepted effective May 20, 2022.
3. That \_\_\_\_\_ be appointed a Substitute Crossing Guard. **TABLED**
4. That \_\_\_\_\_ be appointed a Substitute Crossing Guard. **TABLED**
5. That \_\_\_\_\_ be appointed a Substitute Crossing Guard. **TABLED**

**G. Security Greeters**

1. That **Linda Rivera** be appointed a Security Greeter.
2. That \_\_\_\_\_ be appointed a Security Greeter. **TABLED**
3. That \_\_\_\_\_ be appointed a Security Greeter. **TABLED**

**H. Athletics**

1. The following appointments are made for the sport season and will be continued on a season to season 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.

Football Varsity 2nd Assistant Coach  
Volunteer Girls Basketball Coach  
Volunteer Football Coach  
Volunteer Football Coach

**Nino Cinti**  
**Allycia Harris**  
**Michael Smeraglio**  
**Damon Saxon**

**Dr. Susek moved, seconded by Ms. Thomas to adopt the Personnel Committee Report.**

**On the question:**

**Mr. Atherton** – Dr. Costello is it possible to elaborate on the Item #A2.

**Dr. Costello** – We have been able to settle an agreement with our Secretaries and Support Staff Agreement. We were able to agree to extend their current contract for an additional five (5) years with the same terms.

**Ms. Thomas** – The secretaries are the unsung heroes of our district. You are truly appreciated by all of us.

**The vote was as follows:**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

**Rev. Walker presented Resolution #1**

**RESOLUTION #1**

**WHEREAS**, the Board of School Directors of the Wilkes-Barre Area School District, in accordance with the 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, 2022 and ending June 30, 2023 in the amount of \$145,019,000.

**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 2022-2023 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, 1981, 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 (1 ½ ) 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. Walker moved, seconded by Ms. Thomas to adopt Resolution #1.**

**The vote was as follows:**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

**Mr. Atherton presented Resolution #2**

**RESOLUTION #2**

**WHEREAS**, the Wilkes-Barre Area Career & Technical Center has submitted its 2022- and approval.

**NOW, THEREFORE BE IT RESOLVED**, that the Wilkes-Barre Area Career & Technical Center shall operate for the fiscal year July 1, 2022 to June 30, 2023, in accordance with the Operating Budget (Budget) presents by the Center's Joint Operating Committee.

**AND, BE IT FURTHER RESOLVED**, that said Budget anticipates total expenditures of \$11,404,450 of which the Wilkes-Barre Area School District's contribution is estimated at 2,701,659 for operations, an increase of \$193,972 from the district's contributions for the year 2021-2022. The Wilkes-Barre Area District's contributions for the debt service budget is estimated at \$75,072, a decrease of \$191,354.

**Mr. Atherton moved, seconded by Ms. Thomas to adopt Resolution #2**

**The vote was as follows:**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

**Ms. Thomas presented Resolution #3**

**RESOLUTION #3**

**BOARD OF DIRECTORS OF THE WILKES-BARRE AREA SCHOOL DISTRICT**

**RESOLUTION ACCEPTING AN OFFER FOR THE SALE OF MEYERS HIGH SCHOOL**

**WHEREAS**, the Board of School Directors has previously authorized the listing for sale of Meyers High School located at 341 Carey Avenue, Wilkes-Barre, PA 18702 as unused, unnecessary land and buildings under Section 7-707 of the School Code, 24 P.S. § 7-707; and

**WHEREAS**, the School District has received a written offer dated April 10<sup>th</sup>, 2022, for the purchase of Meyers High School from YMSF Family Partnership, LP or their assignee at the purchase price of ~~Two Million Eight Hundred Thousand Dollars (\$2,800,000)~~ Three Million One Hundred Fifty One Thousand One Hundred Twenty Seven Dollars (\$3,151,127.00), a copy of which written offer is attached hereto as Exhibit "A" and incorporated by reference herein; and

**WHEREAS**, the Facilities Transition Committee of the Board has recommended accepting the offer of YMSF Family Partnership, LP, and;

**WHEREAS**, the Board of School Directors is desirous of moving forward with the sale of Meyers High School.

**NOW, THEREFORE**, on this 26<sup>th</sup> day of May 2022, be it resolved as follows:

1. The School District accepts the offer of the YMSF Family Partnership, LP or their assignee to purchase Meyers High School for the price of ~~Two Million Eight Hundred Thousand Dollars (\$2,800,000)~~ Three Million One Hundred Fifty One Thousand One Hundred Twenty Seven Dollars (\$3,151,127.00), subject to the negotiation and execution of an appropriate agreement of sale.
2. The School District Solicitor is hereby authorized to negotiate an appropriate agreement of sale which includes, at a minimum.
  - A. The requirement that the purchaser shall bear all costs and take all steps required under Section 7-707 of the School Code to obtain court approval of the sale
  - B. The requirement that the Deed of transfer shall contain a restrictive covenant, running with the land, that the property shall never be utilized in any manner for the location or operation of a Charter School.
  - C. That the property is being sold as is, where is, with no representations or warranties as to the condition of the improvements located on the property
3. The District Superintendent, in conjunction with the Business Manager, is hereby authorized to review and execute the agreement of sale once negotiated by the Solicitor and presented to the Superintendent.

DULY RESOLVED by the Board of Directors of the Wilkes-Barre Area School District this 26<sup>th</sup> day of May, 2022.

**Ms. Thomas moved, seconded by Rev. Walker to adopt Resolution #3**

**On the question:** Atty. Wendolowski explained the reason for the request for an Executive Session earlier in the meeting. He was receiving messages regarding a bidding war that was taking place between the previous offeror and the current offeror that is listed in this resolution. The offer increased to \$3,151,127 which is higher than the amount listed on the agenda.

During the course of discussion the offer was increased to \$3,201,127.

**Ms. Thomas made a motion to amend the resolution to read “Three million Two hundred one thousand One hundred twenty seven dollars (\$3,201,127), seconded by Rev. Walker.**

**The vote was as follows on motion to amend Resolution #3 to read (\$3,201,127)**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

**The vote was as follows for Resolution #3 as amended**

**8 Ayes: Atherton, Breese, Evans, Harris, Susek, Thomas, Walker, Caffrey**

**Mr. Caffrey presented Resolution #4**

**RESOLUTION #4**

**WHEREAS**, the recent death of **Jeffrey T. Namey** has brought sorrow to his family, friends, and all who knew him, and

**WHEREAS**, he was a former Superintendent of the Wilkes-Barre Area School District, and

**WHEREAS**, he was a graduate of Elmer L. Meyers High School, Wilkes-Barre, Wilkes University, Bucknell University and received his Doctorate of Education for Temple University. Jeffrey was an active member of the Meyers Quarterback Club, Wyoming Valley Drug and Alcohol and Children's Service Center, and

**WHEREAS**, he was a loyal supporter of Penn State football and the New York Yankees. He enjoyed spending time with his family especially his grandchildren, Ava and Elias, and

**WHEREAS**, his passing 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 former wife, Diane; his son, Jeffrey; his daughter, Debra and to his entire family.

**All in favor: 8 Ayes**

**Ms. Harris presented Resolution #5**

**RESOLUTION #5**

**WHEREAS**, the recent death of **John Brennan** has brought sorrow to his family, friends, and all who knew him, and

**WHEREAS**, he was a father of Tom Brennan, Data Analyst for Wilkes-Barre Area School District, and

**WHEREAS**, he was a graduate of King's College and Jefferson Medical College and was board certified in Cardiology and Internal Medicine and spent his career as a solo practitioner, and

**WHEREAS**, he was an avid bridge player and student of history, and

**WHEREAS**, his passing 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 sons, John and Tom and to his entire family.

**All in favor: 8 Ayes**

**New Business** – No Report

**Communications from Solicitor** – No Report

**Motion to adjourn by Dr. Susek, seconded by Ms. Thomas.**

**The meeting adjourned at 7:55**