

TUNKHANNOCK AREA SCHOOL DISTRICT
TUNKHANNOCK, PENNSYLVANIA

BOARD OF SCHOOL DIRECTORS
WORK SESSION/BOARD MEETING
ADMINISTRATION CENTER
THURSDAY, SEPTEMBER 8, 2016

- I. Call to Order
- II. Pledge of Allegiance
- III. Public Comments on Agenda Items Only
- IV. Student Spotlight
- V. Enrollments (pp5-8)
- VI. Approval of Minutes
 - 1. Recommended that a resolution be adopted to approve the Board minutes of the August 18, 2016 Public Work Session/Board Meeting as presented. (pp9-23)

Motion by _____ Seconded by _____

- VII. Business and Finance
 - 1. Recommended that a resolution be adopted to approve district Treasurers' Reports as presented.
 - a. Scholarship Accounts (p24)
 - b. Cafeteria (pp25-27)
 - c. Activities Accounts (pp28-30)
 - d. Community Funded Sports Account (p31)

Motion by _____ Seconded by _____

- VIII. Superintendent's Report
 - 1. Recommended that a resolution be adopted to approve the resignation of Sandy (Martin) Frisco, High School Clerical Aide effective 8/24/16. (p32)

Motion by _____ Seconded by _____

2. Recommended that a resolution be adopted to approve the resignation of Victoria Borel-McHale , MTSS staff effective immediately. (p33)

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to approve the resignation of Eric Janiszewski, Boys Varsity Lacrosse Coach effective immediately. (p34)

Motion by _____ Seconded by _____

4. Recommended that a resolution be adopted to approve Nicole Ferguson as Middle School Certified School Nurse, effective 9/26/16 contingent on receipt of clearances and TB testing, at a salary of \$47,957.00, B+12, Step 1. (p35)

Motion by _____ Seconded by _____

5. Recommended that a resolution be adopted to approve (Name to be announced) as MTSS staff for the Evans Falls Elementary School. Compensation will be at the rate of \$22.00/hour.

Motion by _____ Seconded by _____

6. Recommended that a resolution be adopted to approve the appointment of support staff substitutes as listed. All candidates have on file in the Superintendent's Office clearances and TB testing as required by district policy.

- a. Jacquelyn Butler (p36)
- b. Mary Jo Colangelo (p37)
- c. Nora Goodwin (p38)
- d. Vicki Tupper (p39)

Motion by _____ Seconded by _____

7. Recommended that a resolution be adopted to approve Lynn McAndrew as a mentor to Nicole Ferguson, newly hired Certified School Nurse.

Motion by _____ Seconded by _____

8. Recommended that a resolution be adopted to approve Volunteers as presented. All candidates have on file in the Superintendent's Office clearances and TB testing as required by district policy. (p40)

Motion by _____ Seconded by _____

9. Recommended that a resolution be adopted to approve the appointment of Middle School Co-Curricular positions as presented. All candidates have on file in the Superintendent's Office clearances and TB testing as required by district policy. (p40)

Motion by _____ Seconded by _____

10. Recommended that a resolution be adopted to award tenure, as of 8/27/16, to the following teacher:

- a. Daniel Davidson
- b. Amanda Panuski

Motion by _____ Seconded by _____

IX. Committee Reports

<u>Ad Hoc (Building Closure) Committee</u>	<u>Philip Farr</u>
<u>Advisory Senate</u>	<u>Bill Prebola</u>
<u>Budget & Finance Committee</u>	<u>John Burke</u>
<u>Building & Grounds Committee</u>	<u>Bill Weidner</u>
<u>Cafeteria Committee</u>	<u>Lori Bennett</u>
<u>Curriculum Committee</u>	<u>Holly Arnold</u>
<u>Extra Curricular Committee</u>	<u>Bill Prebola</u>
<u>Human Resources</u>	<u>John Burke</u>
<u>Intermediate Unit Representative</u>	<u>Lori Bennett</u>
<u>Legislative Chairman</u>	<u>Bill Prebola</u>
<u>Negotiations Committee</u>	
<u>Act 93</u>	
<u>Teacher's</u>	
<u>Support</u>	
<u>Policy Committee</u>	<u>Holly Arnold</u>
<u>Sick Leave Bank Committee (Support Staff)</u>	<u>Bill Weidner</u>
<u>Technology Committee</u>	<u>Rob Parry</u>
<u>Transportation & Safety Committee</u>	<u>Rob Parry</u>

X. Unfinished Business

XI. New Business

1. Recommended that a resolution be adopted to approve the donation of one Yale Gasoline Fork Truck from the Procter & Gamble Company to the Tunkhannock Area High School. (pp41-43)

Motion by _____ Seconded by _____

2. Recommended that a resolution be adopted to approve an agreement between Luzerne County Head Start Inc. and Tunkhannock Area School District for the purchase of meals. (pp44-48)

Motion by _____ Seconded by _____

3. Recommended that a resolution be adopted to approve contracts for nursing services with the following agencies:
 - a. Bayada Home Health Care, Inc. (pp49-52)
 - b. Interim HealthCare of NEPA (pp53-61)
 - c. Maxim Healthcare Services, Inc. (pp62-69)

4. Recommended that a resolution be adopted to approve the application of the Creative Arts Honor Society as a student organization in the High School. (pp70-77)

Motion by _____ Seconded by _____

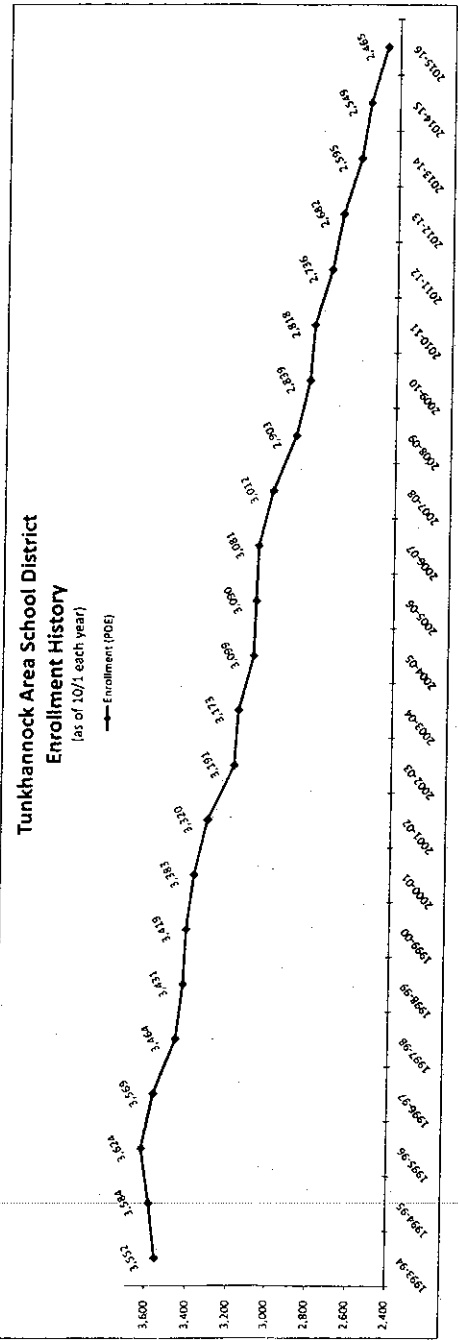
XII. Additional Public Comments

XIII. Adjournment

Motion by _____ Seconded by _____

Tunkhannock Area School District Enrollment Statistics 2016 - 2017

	8/30/2016	9/1/2016	10/3/2016	11/1/2016	12/1/2016	1/3/2017	2/1/2017	3/1/2017	4/3/2017	5/1/2017	6/1/2017
Elementaries											
K	156	156									
1	173	173									
2	157	157									
3	175	175									
4	198	199									
Total	859	860									
Middle School											
5	182	182									
6	210	210									
7	175	175									
8	187	187									
Total	754	754									
High School											
9	181	181									
10	197	196									
11	191	190									
12	205	204									
Total	774	771									
District Total	2387	2385									



Tunkhannock Area School District Enrollment - Elementary 2016 - 2017												
	8/30/2016	9/1/2016	10/3/2016	11/1/2016	12/1/2016	1/3/2017	2/1/2017	3/1/2017	4/3/2017	5/1/2017	6/1/2017	
Evans Falls												
K	43	43										
1	33	33										
2	39	40										
3	36	36										
4	46	46										
Total	197	198										
Mehoopany												
K	29	29										
1	34	34										
2	26	26										
3	47	47										
4	25	25										
Total	161	161										
Mill City												
K	34	34										
1	52	52										
2	44	44										
3	34	34										
4	57	57										
Total	221	221										
Roslund												
K	50	50										
1	54	54										
2	48	47										
3	58	58										
4	70	71										
Total	280	280										
Elem. Total	859	860										

Tunkhannock Area School District Enrollment - Elementary Homerooms 2016 -2017

Evans Falls					
Grade	Teacher	Total Students	Additional	Less	
Kindergarten	Ms. Quinn	14			
Kindergarten	Patti Quinnan	14			
Kindergarten	Mrs. Williams	14			
Total		42			
Grade 1	Karen Gurzynski	17			
Grade 1	Susan Traver	16			
Total		33			
Grade 2	Cheryl Montross	20			
Grade 2	Judy Weber	20			
Total		40			
Grade 3	Marlene Aitken	19			
Grade 3	Joanne Yanchick	18			
Total		37			
Grade 4	Anastasia Davis	23			
Grade 4	Nolan Robinson	23			
Total		46			
School Total		198			
Mehoopany					
Grade	Teacher	Total Students	Additional	Less	
Kindergarten	Gretchen Kneal	15			
Kindergarten	Deborah Shotwell	14			
Total		29			
Grade 1	Elizabeth Reese	17			
Grade 1	Beth Saylor	17			
Total		34			
Grade 2	Kelly Kulsicavage	13			
Grade 2	Faye Ziegler	13			
Total		26			
Grade 3	Jennifer Gallup	14			
Grade 3	Wendy Morris	17			
Grade 3	Krista Dymond	16			
Total		47			
Grade 4	Megan Farrell	12			
Grade 4	Vince McClain	13			
Total		25			
School Total		161			

Mill City					
Grade	Teacher	Total Students	Additional	Less	
Kindergarten	Alice Gable	18			
Kindergarten	Anna Longstreet	16	1		
Total		34			
Grade 1	Stacy Bevan	17			
Grade 1	Rachel Dana	17			
Grade 1	Justin Muthler	18			
Total		52			
Grade 2	Marion Parry	21			
Grade 2	Tina Verchuk	22			
Total		43			
Grade 3	Michael Pasko	16			
Grade 3	Lisa Truesdale	18			
Total		34			
Grade 4	Ann DeMarco	20			
Grade 4	Amanda Golden	19			
Grade 4	Pamela Lizza	18			
Total		57			
Home School/PT		1			
School Total		221			
Roslund					
Grade	Teacher	Total Students	Additional	Less	
Kindergarten	Cheryl Drungell	17	1		
Kindergarten	Kinsey Lukasavage	16			
Kindergarten	Marie Vieczorek	16			
Total		49			
Grade 1	Kristin Kovalchick	17			
Grade 1	Dana McHugh	18			
Grade 1	Kammy Puza	19	1		
Total		54			
Grade 2	Katina Brown	24			
Grade 2	Ashley Napoli	23		1	
Total		47			
Grade 3	Kim Thomas	20			
Grade 3	Eliza Wells	20			
Grade 3	Suzanne Young	18	1		
Total		58			
Grade 4	Ann Henry	24			
Grade 4	Bill Parry	23			
Grade 4	Dan Walker	24			
Total		71	3	1	
School Total		279	8		

**Tunkhannock Area School District
Board Minutes – Public Work Session/Board Meeting
August 18, 2016**

The Tunkhannock Area School District Board of Directors met on the above date at the Central Administration Building. The following members were present:

Board Member:	Present	Absent
Philip Farr, President	✓	
Bill Weidner, Vice-President	✓	
John Burke, Treasurer	✓	
Holly Arnold	✓	
Lori Bennett	✓	
Randy Greenip	✓	
Rob Parry		✓
Bill Prebola	✓	
Bill Swilley	✓	

There were interested citizens present.

Mr. Farr called the meeting to order at 7:35PM and then led the Pledge of Allegiance.

Mr. Farr announced that an Executive Session was held just prior to this meeting to discuss some personnel issues.

Public Comment on Agenda Items Only

None.

Student Spotlight

Ms. McPherson announced that this month's spotlight is on the Track team who sent 5 athletes to Districts this year. Ms. McPherson turned the floor over to the Athletic Director, Mr. Ken Janiszewski. Mr. Janiszewski announced that the following students placed at Districts:

- Rebecca Avery – Freshman – Shot Put
- Erik Bennett – Freshman – Long Jump
- Megan Manglaviti – Senior – javelin
- Jacob Toczko – Senior – Mile
- Luke Kresge – Senior - Discus

Minutes

Resolution # 1 : A motion was made by Mr. Weidner and seconded by Dr. Prebola to approve minutes listed below. Voting: Motion carried unanimously - see resolution number one in the minute book.

1. July 21, 2016 Public Work Session/Board Meeting as presented.

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Board Minutes – Public Work Session/Board Meeting
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Business & Finance

Resolution # 2 : A motion was made by Mrs. Arnold and seconded by Mr. Weidner to approve the Business and Finance items listed below. Voting: Motion carried unanimously (Mr. Weidner abstained from the Tyler Hospital bills and Mr. Greenip abstained from the Simplex and Tyco bills) - see resolution number two in the minute book.

1. Recommended that a resolution be adopted to approve district Treasurers' Reports as presented.
 - a. District
 - b. Pennsylvania Liquid Assets
 - c. Payroll Account
 - d. Gas Lease Funds Account
 - e. Unemployment Compensation Fund
 - f. Capital Reserve
 - g. Title I
 - h. Title II
 - i. Pre K Funds
 - j. General Fund Checking Account

2. Recommended that a resolution be adopted to approve payrolls as presented:
 - a. District

July 8, 2016	\$737,661.49
July 25, 2016	\$718,003.07
 - b. Cafeteria

July 8, 2016	\$1,802.97
July 25, 2016	\$1,802.97
 - c. Title I

July 8, 2016	\$10,142.04
July 25, 2016	\$10,142.04

3. Recommended that a resolution be adopted to ratify wire transfers as presented.

4. Recommended that a resolution be adopted to ratify district bills as presented in the amount of \$457,931.56.

5. Recommended that a resolution be adopted to approve bills as presented:
 - a. District - \$ 428,432.04
 - b. Cafeteria - \$1,856.69

6. Recommend that a resolution be adopted to approve district financial reports as presented.

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Superintendent's Report

Resolution # 3 : A motion was made by Mr. Burke and seconded by Mr. Weidner to approve the items from the Superintendent's Report (original and supplemental agenda) listed below.
Voting: Motion carried (7 – Yes, 1 – No) Mr. Farr abstained from item 14 Support Staff Substitutes - see resolution number three in the minute book.

1. The retirement of David Peteritis, Maintenance Mechanic, effective immediately.
2. The revised retirement date of August 5, 2016 for Robert E. Evans Jr, Custodian.
3. The resignation of Sarah Kester, Special Education Teacher effective July 28, 2016.
4. The resignation of Tim Mislevy as Varsity Diving Coach and Junior High Baseball Coach.
5. The MTSS staff as listed. Compensation will be at the rate of \$22.00/hour.

Raynele Traveny	Mill City
Jean Starzec	Mehoopany
Jessica Lavelle	Roslund
Ashley Dymond	Middle School
Anne McDonough	
Victoria McHale	
6. The appointment of Barbara Zielinski as a Food Service Worker – Level 3 – Roslund Elementary - \$11.75/hr – 3 hrs/day – Student Days – Effective 8/24/16.
7. The appointment of Marie Kanyok as a Food Service Worker – Level 3 – Middle School – \$11.75/hr – 3.5 hrs/day – Student Days – Effective 8/24/16.
8. Cheryl Terbush as a General Secretary – High School - \$13.25/hr – 8 hrs/day – Twelve Month Position – Effective 8/22/16.
9. The appointment of Debbie Johnson as Head Boys/Girls Builder's Club Advisor for the 2016-17 school year. Compensation per the CBA - \$850.00.
10. The appointment of John Grey as Head Girls Tennis Coach for the 2016-17 school year. Compensation per the CBA - \$3,750.00.
11. The appointment of extra pay positions as listed. To be compensated at the following rates - \$50.00/game for Scoreboard Operator, \$60.00/game for Play Clock Operator and \$50.00/game as announcer.

*John Keefe	Scoreboard Operator and/or Play Clock Operator
*Don Davis	Scoreboard Operator and/or Play Clock Operator
Jason Azarovich	Announcer

*Pending Clearances & TB testing
12. The volunteers as listed.

Kinsy Lukasavage	Junior High Soccer
*Kirk Hannah	Junior High Soccer
*Bob Brown	Junior High Soccer

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*Jeff Appel Girls Varsity Soccer
*Trudy Cook Girls Volleyball

*Pending Clearances & TB testing

14. The support staff substitutes as presented (see Exhibit A attached).
15. The increase in hours for Linda Shedlock, Middle School Food Service Worker - Level 3, from 5.5 hours/day to 5.75 hrs/day.
16. The transfer of Food Service Workers as listed.
 - Laura Balko from Middle School Food Service Worker – Level 2 to Middle School Food Service Worker – Level 1 - 5.75 hrs/day - \$12.40/hr
 - Kathy Bedford from Evans Falls Food Service Worker Level 3 to Evans Falls Food Service Worker – Level 2 – 5.5 hrs/day - \$12.15/hr
17. To hire Deb Cechak as the Athletic Filmer per the extra-curricular schedule in the CBA.
18. To hire Alisha Nudo as a long-term substitute for Middle School Learning Support.
19. To accept Jeff Jerome as a volunteer coach for Junior High Soccer.
20. To accept Kelly Fry as a volunteer coach for Volleyball
21. To accept the resignation of Jane Emmett as a cashier at Mehoopany Elementary.

Resolution # 4 : A motion was made by Mr. Burke and seconded by Mr. Swilley to approve the items from the Superintendent’s Report listed below. Voting: Motion carried unanimously - see resolution number four in the minute book.

1. Recommended that a resolution be adopted to approve the 2016-17 Bus/Van Drivers list as amended (see attached Exhibit B).

Committee Reports

Ad-Hoc (Building Closure): Mr. Farr reported that 3 firms that submitted proposals for the Feasibility Study will be interviewed before the next Board meeting.

Building & Grounds: Mr. Franko provided an update on some of the various projects on his plate:

- **Middle School Roof** – roof was completed this afternoon and a final inspection was completed and all looks great.
- **Trees at the Middle School** – trees were removed and stumps ground down.
- **Mehoopany Water Project** – tests on the water came back positive for the presence of coliform. We are now in the process of getting approval from DEP for the installation of a chlorination system. If the system cannot be installed prior to the beginning of school then we will begin with bottled water as we had done last year.
- **Parking Lot Patches** – completed needed repairs and areas where water was pooling causing ice patches in the winter.

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- **High School areas**- painted gang lavatories, hallways a few rooms and repaired areas and installed new water fountains.
- **Middle School areas** – painted all handrails.
- **Middle School Vestibule** – 95% complete – waiting for an opening to be installed in the glass for communication. Mesko expect this to be done prior to school starting.
- **Middle School Heat** – many different potential solutions were explored. Maintenance staff will install temporary air conditioning units to cool the worst areas. We are hopeful that they can be installed by the beginning of school. These units can be moved elsewhere when a more permanent solution is identified and implemented. A film was also installed on the windows to reduce the heating effect of the sunlight.

Technology: Mr. Kormis provided an update on the many activities and initiatives undertaken in the technology area.

Mr. Farr read aloud a note of thanks from the Tunkhannock Rotary Club to the District for the support and use of facilities for their annual Fireworks Show.

Unfinished Business

Resolution # 5 : A motion was made by Mrs. Arnold and seconded by Mr. Swilley to approve the second reading of the policies listed below. Voting: Motion carried unanimously - see resolution number five in the minute book.

- Policy No. 808 – Food Service
- Policy No. 823 - Naloxone

New Business

The TASD Visa Account bill was provided for information.

Resolution # 6 : A motion was made by Mr. Swilley and seconded by Mr. Weidner to approve the disposal of pre common core math, science, social studies, English and language arts textbooks. Voting: Motion carried unanimously - see resolution number six in the minute book.

Resolution # 7 : A motion was made by Mr. Swilley and seconded by Mr. Weidner to approve the physician services from Geisinger Health System as presented. Voting: Motion carried unanimously - see resolution number seven in the minute book.

Resolution # 8 : A motion was made by Mr. Weidner and seconded by Dr. Prebola to approve the 2016-17 contract for services with PATH (PA Treatment & Healing). Voting: Motion carried unanimously - see resolution number eight in the minute book.

Resolution # 9 : A motion was made by Mr. Swilley and seconded by Mr. Weidner to approve the 2016-17 contract for services with Commonwealth Health for Transition's Adolescent Partial Hospitalization Services. Voting: Motion carried unanimously - see resolution number nine in the minute book.

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Resolution # 10 : A motion was made by Mr. Swilley and seconded by Mr. Greenip to approve the 2016-17 contract for Dual Enrollment with Keystone College and a contract with Luzerne County Community College for the placement of ECE students in Field Experiences. Voting: Motion carried unanimously - see resolution number ten in the minute book.

Resolution # 11 : A motion was made by Mr. Weidner and seconded by Dr. Prebola to approve a request for the district to pay the tuition (\$12,179.00/year) for a student to attend Sullivan County Schools. Voting: Motion carried unanimously - see resolution number eleven in the minute book.

Resolution # 12 : A motion was made by Mrs. Arnold and seconded by Dr. Prebola to approve the following Slate of 2017 PSBA Candidates. Voting: Motion carried unanimously - see resolution number twelve in the minute book.

President-elect: Michael Faccinetto
Vice President: David Hutchinson
PSBA Insurance Trust Trustees: William S. LaCoff
Kathy K. Swope
Mark B. Miller
Marianne L. Neel
Michael Faccinetto

Resolution # 13 : A motion was made by Mrs. Arnold and seconded by Mr. Swilley to approve the payment from the Capital Project fund for the “Application and Certification for Payment” to Fieldturf USA Inc. in the amount of \$110,133.94 for the High School Track resurfacing. Voting: Motion carried unanimously - see resolution number thirteen in the minute book.

Mr. Farr announced the first readings of Policy No. 808 - Food Services and Policy No. 823 – Naloxone.

<i>Public Comment</i>

Ms. Betty Ann Shaver commented the heat index monitoring at the Middle School.

Ms. Donna Shaffer commented on the Naloxone policy.

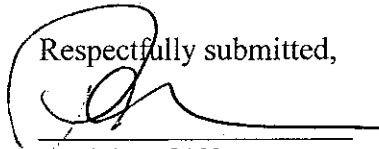
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A motion to adjourn was made at 8:28 pm by Dr. Prebola and seconded by Mr. Swilley. Motion carried on all ayes.

ROLL CALL VOTE

RESOLUTION #:	1	2	3	4	5	6	10	11	12	13	14	15	16
Holly Arnold	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Lori Bennett	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Randy Greenip	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Rob Parry	Absent												
Bill Prebola	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bill Swilley	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
John Burke	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bill Weidner	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Phil Farr	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Respectfully submitted,



Patrick J. O'Shea
Board Secretary

Attachments: A, B and Conflict of Interest Letters from Mr. Weidner, Mr. Greenip and Mr. Farr

TUNKHANNOCK AREA SCHOOL DISTRICT
EDUCATIONAL SUPPORT PERSONNEL SUBSTITUTE LIST
8/18/2016

CAFETERIA

Engh	Gretchen
Gregory	Beth
Mandigo-Rought	Cindy
Mowry	Jane
* Paxton	Elizabeth
Price	Arlene
Robidoux	Carol
Westfield	Donna
Williams	Carol
Woods	Kelly

* Pending Clearance J

TEACHER AIDES/PARAPROFESSIONALS

Gregory	Beth
Harvey	Robin
Harvey	Trudi
Holly	Tina
Howell	Ginger
Price	Arlene
Steiner	Christine
Talarico	Carly
Westfield	Donna
Woods	Kelly

SECRETARIES

Engh	Gretchen
Gregory	Beth
Harvey	Robin
Harvey	Trudi
Holly	Tina
Howell	Ginger
Marini	Joann
Price	Arlene
Westfield	Donna
Woods	Kelly

EXHIBIT A (p1 of 2)

CUSTODIANS/MAINTENANCE

Howell	Jeff
Howell	Lisa
Jones	Richard
Kopa	Sellina
Loomis	Kim
Miller	Dariene
Neeld	Joseph
Shirtz	Elsie
Simons	Michelle
Wright	Scott

NURSES

Race	Rachel
Seward	Jennifer

EXHIBIT A (p 2 of 2)

Revised 2016/17
Drivers List for Board Approval

Last Name	First Name	Veh #	Cont / Position
Bennett	Vicky	24	AEBrown - Bus
Boice	Mark		AEBrown - Bus Sub
Brown	Albert		AEBrown - Bus Sub
Brown	Catherine		AEBrown - Aide
Hadsall	Richard	10	AEBrown - Bus
Hoover	Brenda	6	AEBrown - Bus
Wilson	Larry	42	AEBrown - Bus
Bennett	Jeffrey	26	Bennett - Bus
Bennett	Robert	27	Bennett - Bus Sub
Ball	Joseph		Brown's - Bus/Van Sub
Belcher	Bobbi Sue		Brown's - Van
Brown	Joseph		Brown's - Bus/Van Sub
Brown	Wendy		Brown's - Van Sub
Budzinski	Gail		Brown's - Van Sub
Caraftis	Yvonne		Brown's - Van
Chapin	Glenda	15	Brown's - Bus
Davis	Nicole		Brown's - Van
Dooley	Miles		Brown's - Bus Sub
Flower	Debra		Brown's - Van
Golden	David		Brown's - Van Sub
Gray	Lynda		Brown's - Van
Haraschak	Andrew		Brown's - Van Sub
Henn	Susan		Brown's - Van Sub
Hutchins	Dean		Brown's - Van
Hutchins	Gail		Brown's - Van
Kenia	Brandy		Brown's - Bus/Van Sub
Kenia	Diane	11	Brown's - Bus
Kitchnefsky	Dale		Brown's - Bus Sub
Komrowski	Pamela	21	Brown's - Bus
Lugo	Tabitha		Brown's - Bus
McCook	Valerie	23	Brown's - Bus
Miner	Randi	51	Brown's - Bus
Posten	Barbara		Brown's - Van
Posten	LeRoy		Brown's - Van
Roberts	Judi		Brown's - Van
Stredny	Deborah	19	Brown's - Bus
Strohl	Lorraine		Brown's - Aide
Testa	Lois		Brown's - Van
Ullrich	John		Brown's - Van Sub
Wall	Donald		Brown's - Van
Wall	Robert		Brown's - Van Sub
Warpus	Brenda	2	Brown's - Bus
Webb	Robert	41	Brown's - Bus

Revised 2016/17
Drivers List for Board Approval

Last Name	First Name	Veh #	Cont / Position
Yakoski	Megan		Brown's - Van Sub
Barry	Peter	33	Buranich - Bus
Buranich	Diane		Buranich - Bus Sub
Miller	Paul		Buranich - Bus Sub
Stevens	Nancy	39	Buranich - Bus
Womer	Richard	37	Buranich - Bus
Womer	Roseanne		Buranich - Bus Sub
Brown	Harold		Forward Trans - Van
Corby	David	125	Forward Trans - Van
Corby	Dianne		Forward Trans - Van Sub
Gerrity	Julie		Forward Trans - Van Sub
Gilpin	Carol	112	Forward Trans - Van
Husband	Cynthia	151	Forward Trans - Van
Husband	Jack		Forward Trans - Van Sub
Jollimore	Daniel		Forward Trans - Van Sub
Malak	Claudia	114	Forward Trans - Van
Peters	Margaret	131	Forward Trans - Van
Puzio	Georgia		Forward Trans - Van Sub
Rusinko	Judy		Forward Trans - Van Sub
Swingle	Betty	152	Forward Trans - Van
Uren	Ronald		Forward Trans - Van
Johnson	Deborah	46	Garrison - Bus
		7	Garrison - Bus
Wilson	Michael	18	Garrison - Bus
Garrison	Benjamin	12	Garrison - Bus Sub
Kuback	Hope	16	Hadsall - Bus
Sergi	Thomas	31	Hawk - Bus
Hawk	Edward		Hawk - Bus Sub
Brown	Della		Open Sub - Bus/Van
Day	Heather		Open Sub - Bus/Van
Gregory	James		Open Sub - Bus/Van
King	Gary		Open Sub - Van
Monsey	Phyllis		Open Sub - Bus/Van
Morgan	Nicolette		Open Sub - Bus/Van
Traver	Karen		Open Sub - Bus/Van
Youells	Rebecca		Open Sub - Bus/Van
		38	Purdy - Bus
Purdy	Albert		Purdy - Bus/Van Sub
Purdy	Ronald	50	Purdy - Van / Bus Sub
Cobleigh	Greg		Sickler - Bus Sub
Sickler	Scott		Sickler - Bus Sub
Sickler	Susan	25	Sickler - Bus
Shupp	Dale	29	Smarkusky - Bus

Revised 2016/17
Drivers List for Board Approval

Last Name	First Name	Veh #	Cont / Position
Snyder	Sandra	30	Smarkusky - Bus
Smarkusky	Mary		Smarkusky - Bus Sub
Smarkusky	William		Smarkusky - Bus Sub
Bennett	Robert	27	Smith - Bus
Lewis	Lynn	27	Smith - Bus
Smith, Jr.	Carl		Smith - Bus Sub
Traver	Brian	28	Traver - Bus
Traver	Steven		Traver - Bus Sub
Brewer	Bonnie	144	Walters - Van / Bus Sub
Fisher	Adam		Walters - Van Sub
Fisher	Samantha	140	Walters - Van
Hallock	Jody	155	Walters - Aid
Henderson	Melissa	156	Walters - Van
Kuder	Ricky	155	Walters - Van
Ramey	Lisa	143	Walters - Van
Sickler	Marion		Walters - Bus / Van Sub
Testa	John	142	Walters - Van / Bus Sub
Verbjar	Jan	141	Walters - Van
Walters	Charlene		Walters - Van Sub
Walters	Christina	9	Walters - Bus
Walters	Kevin	22	Walters - Bus
Walters	Kimberly	14	Walters - Bus
Walters	Marjorie		Walters - Van Sub
Walters	Roger	8	Walters - Bus
Walters	Thomas		Walters - Van Sub
Wertman	Brenda	34	Walters - Bus
Wertman	James	3	Walters - Bus
Wilson	Kathleen	157	Walters - Van
Gordon	Ardonna		Car Contract
Kudrako	Agnes		Car Contract
Myers	Richard		Car Contract
Ross	Marci		Car Contract
Stapleton	Richelle		Car Contract

Conflict of Interest Abstention Memorandum

TO: Board Secretary, TUNKHANNOCK AREA School District
FROM: Bill Weidner board member
DATE: 8/18/2016

Pursuant to Pennsylvania's "Public Official and Employee Ethics Law" I hereby declare that I am required to abstain regarding the following issue/motion:

TYLER HOSPITAL

My conflict/reason for abstaining is as follows:

EMPLOYER

William Weidner
Signature of board member

NOTE: Section 3(J) requires the following procedure:

"Any public official or public employee, who in the discharge of his official duties, would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his interest as a public record in a written memorandum filed with the person responsible for recording the minutes for the meeting at which the vote is taken" (emphasis added)

This memorandum does not have to be utilized when a conflict is defined "by any law, rule, regulation, order or ordinance;" for example the School Code (Section 1111) prohibits voting to hire certain relatives.

**Conflict of Interest
Abstention Memorandum**

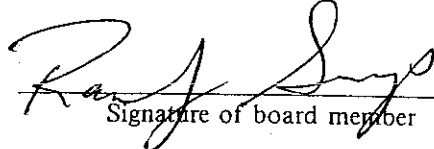
TO: Board Secretary, Tunkhannock School District
FROM: RANDY GREENIP board member
DATE: 8/18/2016

Pursuant to Pennsylvania's "Public Official and Employee Ethics Law" I hereby declare that I am required to abstain regarding the following issue/motion:

Simplex Grinnel
Tyce Integrated Security

My conflict/reason for abstaining is as follows:

Business Relationship


Signature of board member

NOTE: Section 3(J) requires the following procedure:

"Any public official or public employee, who in the discharge of his official duties, would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his interest as a public record in a written memorandum filed with the person responsible for recording the minutes for the meeting at which the vote is taken" (emphasis added)

This memorandum does not have to be utilized when a conflict is defined "by any law, rule, regulation, order or ordinance;" for example the School Code (Section 1111) prohibits voting to hire certain relatives.

Conflict of Interest Abstention Memorandum

TO: Board Secretary, _____ School District
FROM: Phil. J. C. Farr board member
DATE: " _____ 8/18/2016

Pursuant to Pennsylvania's "Public Official and Employee Ethics Law" I hereby declare that I am required to abstain regarding the following issue/motion:

_____ Support Staff substitutes _____

My conflict/reason for abstaining is as follows:

_____ My sister is on the list. _____

Phil J. C. Farr
Signature of board member

NOTE: Section 3(J) requires the following procedure:

"Any public official or public employee, who in the discharge of his official duties, would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his interest as a public record in a written memorandum filed with the person responsible for recording the minutes for the meeting at which the vote is taken" (emphasis added)

This memorandum does not have to be utilized when a conflict is defined "by any law, rule, regulation, order or ordinance," for example the School Code (Section 1111) prohibits voting to hire certain relatives.

TUNKHANNOCK AREA SCHOOL DISTRICT
 FIDUCIARY FUND TREASURERS REPORT
 SCHOLARSHIP ACCOUNT
 JULY, 2016

ACCOUNT	BALANCE AS OF 7/31/16	INTEREST \$0.00	REVISED BALANCE
ERIC'S FUND	\$9.43	\$0.00	\$9.43
FRANCIS & MARIAN WRIGHT	\$6,423.70	\$0.00	\$6,423.70
JOSEPH DOHRER	\$15,346.96	\$0.00	\$15,346.96
STUDENT SCHOLARSHIP FUND	\$6,611.57	\$0.00	\$6,611.57
ALTENHAIN SCHOLARSHIP	\$19,099.44	\$0.00	\$19,099.44
DR. ROGER A. PLACE FUND	\$172.63	\$0.00	\$172.63
TERRY GARISON MEMORIAL FUND	\$0.00	\$0.00	\$0.00
DAMON YOUNG MEMORIAL	\$100.15	\$0.00	\$100.15
BALANCE	\$47,768.35		\$47,768.35
INTEREST APPLIED QUARTERLY			

**TUNKHANNOCK AREA SCHOOL DISTRICT
ENTERPRISE FUND FOOD SERVICE TREASURER'S REPORT DISTRICT RECAP**

Balance as of JULY 1, 2016			
Checking	22,465.65		
Savings	<u>57,316.81</u>		
		79,782.46	
Receipts:			
Commonwealth of PA	87,354.80		
Lunch	-		
Breakfast	-		
Adult Sales	-		
A la Cart/Seconds	-		
Pre Paid	-		
Interest	83.61		
Misc.	<u>828.93</u>		
		88,267.34	
Total Working Balance:			168,049.80
Expenses:			
Payrolls	-		
Health	-		
Bills	107,387.46		
Retirement/SS	<u> </u>		
		107,387.46	
Balance as of JULY 30, 2016			
Checking	25,161.80		
Savings	<u>35,500.54</u>		
		60,662.34	60,662.34

**TUNKHANNOCK AREA SCHOOL DISTRICT
 ENTERPRISE FUND FOOD SERVICE TREASURER'S REPORT
 CHECKING ACCOUNT**

Balance as of JULY 1, 2016			
Checking Account		\$	135,200.96
Receipts:			
Transfer from Savings	110,000.00		
Interest	<u>83.61</u>		
			110,083.61
Total Working Balance			245,284.57
Disbursements:			
Checks (bank statement)	220,122.77		
Balance as of JULY 30, 2016			25,161.80
Less Outstanding Checks	-		
Total General Ledger Balance		\$	25,161.80

**TUNKHANNOCK AREA SCHOOL DISTRICT
 ENTERPRISE FUND FOOD SERVICE TREASURER'S REPORT
 SAVINGS ACCOUNT**

Balance as of JULY 1, 2016			
Savings Account			\$ 57,316.81
Receipts:			
Commonwealth of PA	88,183.73		
Cafeteria Credit Cards/Sales/Pre-paids	-		
Interest	-		
	<u> </u>	88,183.73	
Total Working Balance			145,500.54
Disbursements:			
Transfer to Checking	110,000.00		
NSF	-		
	<u> </u>		
Balance as of JULY 30, 2016			36,500.54
Total General Ledger Balance			\$ 36,500.54

TUNKHANNOCK AREA SCHOOL DISTRICT
 AGENCY FUND TREASURER REPORT
 MIDDLE SCHOOL
 Jul-16

BALANCE PER BANK	7/31/2016	\$18,628.38
OUTSTANDING CHECKS		\$0.00
ADJ/MAY 2016		\$0.00
CURRENT BANK BALANCE	7/31/2016	\$18,628.38
BALANCE PER BOOKS	7/1/2016	\$18,475.42
RECEIPTS		\$139.94
STOP PAYMENT		
INTEREST		\$13.02
DEBITS		\$0.00
DEBIT REVERSAL		\$0.00
CHARGE BACK		\$0.00
VOID CHECKS		\$0.00
DEPOSIT BANK NOT RECORDED		
CURRENT BOOK BALANCE	7/31/2016	\$18,628.38

TUNKHANNOCK AREA SCHOOL DISTRICT
 AGENCY FUND TREASURER REPORT
 HIGH SCHOOL
 Jul-16

BALANCE PER BANK	7/31/2016	\$125,878.19
OUTSTANDING CHECKS		(\$4,353.27)
CURRENT BANK BALANCE	7/31/2016	\$121,524.92
BALANCE PER BOOKS	7/1/2016	\$123,060.20
RECEIPTS		\$2,592.50
STOP PAYMENT		
INTEREST		\$86.07
DEBITS		(\$4,213.75)
CHARGE BACK		\$0.00
VOID		\$0.00
BANK ADJ		(\$0.10)
CURRENT BOOK BALANCE	7/31/2016	\$121,524.92

TUNKHANNOCK AREA SCHOOL DISTRICT
INTERNAL SERVICE FUND
TREASURER REPORT
HIGH SCHOOL ACTIVITIES ACCT
BALANCE JULY, 2016

<u>ACCOUNT</u>	<u>BALANCE</u>
ART CLUB	\$ 827.64
ASTRONOMY	\$ 1,146.52
AUTOMOTIVE	\$ 26.87
CLASS 2016	\$ 2,411.15
CLASS 2017	\$ 15,625.18
CLASS 2018	\$ 9,553.10
CLASS 2019	\$ 2,093.18
CLASS 2020	\$ 900.73
COMPUTER	\$ 936.24
CO-OP/VICA	\$ 2,396.85
CYBER SCH COMP DEPT	\$ 650.00
DRAMA	\$ 20,542.50
ENVIROTHON	\$ 1,396.87
FAITH	\$ 49.87
FBLA	\$ 6,850.90
FFA	\$ 2,580.12
FHA	\$ 12,829.09
FIELD TRIP	\$ 290.29
GAY/STRAIGHT ALLIANCE	\$ -
GOURMET FOODS	\$ 1,086.91
GRADUATION NIGHT EV	\$ 803.05
GUIDANCE	\$ 2,641.80
IA/TECH ED	\$ 1,847.34
INTERACT CLUB	\$ 3,125.16
JOURNALISM	\$ 653.92
KEY CLUB	\$ 1,334.10
LANGUAGE CLUB	\$ 45.86
LS/LSS	\$ 11,078.44
NATL HONOR SOC	\$ 552.47
PHYSICS CLUB	\$ 505.97
POETRY	\$ 0.72
ROBOTICS	\$ 7,427.05
SKI CLUB	\$ 3,778.40
SKILL USA	\$ 217.98
STUDENT COUNCIL	\$ 2,420.37
SUNBEAMS	\$ 19.03
2016 YEARBOOK	\$ 2,879.25
TOTAL	\$ 121,524.92

Tunkhannock Area Sch. Dist
COMMUNITY FUNDED ACCTS
Agency Fund
TREASURER REPORT
Reconciliation Summary

COMMUNITY FUNDED SPORTS
8/24/2016

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:		5,679.14
Checks and Payments	1 Item	-70.00
Deposits and Other Credits	0 Items	0.00
Service Charge	0 Items	0.00
Interest Earned	0 Items	0.00
Ending Balance of Bank Statement:		5,609.14

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:		5,609.14
Checks and Payments	0 Items	0.00
Deposits and Other Credits	0 Items	0.00
Register Balance as of 7/31/2016:		5,609.14
Checks and Payments	0 Items	0.00
Deposits and Other Credits	0 Items	0.00
Register Ending Balance:		5,609.14

September 8, 2016 Board Meeting

Name	Activity	School Year	Clearance/TB Status
VOLUNTEERS			
Tammy Coolbaugh	Cheerleading	2016-17	Complete
Jon Newberry	Varsity Football	2016-17	Complete
MIDDLE SCHOOL CO-CURRICULAR			
Kevin Kreinberg	Auditorium Sound/Lighting Technician	2016-17	\$1,731.00 Complete
Mackenzie Anderson	Instrumental Activities 5th & 6th Grade	2016-17	\$963.00 Complete
Kevin Kreinberg	Instrumental Activities 7th & 8th Grade	2016-17	\$2,117.00 Complete
Betsy Sprout	Chorus 5th & 6th Grade	2016-17	\$865.00 Complete
Betsy Sprout	Chorus 7th & 8th Grade	2016-17	\$865.00 Complete
Lisa Burgess	Student Activities	2016-17	\$2,333.00 Complete
Sarah Ergott	Head Student Council	2016-17	\$1,329.00 Complete
Jason Azarovich	Assistant Student Council	2016-17	\$742.00 Complete
Kevin Kreinberg	Yearbook	2016-17	\$1,484.00 Complete

**MEMORANDUM OF AGREEMENT
FOR SALE OF
SURPLUS EQUIPMENT
MoA#**

1. **SELLER:** The Procter & Gamble Company
2. **CONSIGNOR:** Tunkhannock Area High School
3. **MERCHANDISE:** 1 Yale Gasoline Fork Truck
4. **QUANTITY:** As requested by Seller.
5. **QUALITY:** "As-Is, Where-Is"
6. **PERIOD:** 30 days
7. **PRICE:** \$0.00 Donation
8. **PAYMENT:** Payment must be made in full by check. Net Due 30 days upon receipt of invoice. Send payment as instructed by invoice.
9. **DELIVERY:** FOB: The Procter & Gamble Plant. CONSIGNOR will pick up materials on schedule as predetermined by CONSIGNOR and Seller.
10. **SALVAGE RIGHTS:** CONSIGNOR MAY NOT identify the Seller or use the Seller's name or that of its affiliates or its or their trademarks in the advertising, use, or sale of this material.
11. **SPECIAL CONDITIONS:** The material is sold "As is – Where is" without warranty as to its use for any particular purpose.
12. **CANCELLATION CHARGE:** If CONSIGNOR does not provide complete delivery instructions or otherwise defaults on delivery, Seller is entitled to cancel sale and charge CONSIGNOR a cancellation fee of: Not applicable, no cancellation fee.
13. **LIABILITY LIMITATION:** CONSIGNOR AGREES THAT THE MATERIAL SUPPLIED HEREUNDER IS SOLD AS A SCRAP, SURPLUS OR SALVAGE PRODUCT IN "AS IS" CONDITION AND SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES IN CONNECTION THEREWITH INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, NOR DOES SELLER REPRESENT THAT THE EQUIPMENT OR MATERIAL IS SUITABLE FOR USE IN ANY CAPACITY. THE LIMIT OF SELLER'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS TRANSACTION WHETHER IN CONTRACT, TORT OR STRICT LIABILITY SHALL BE THE INVOICE PRICE OF THE PARTICULAR SHIPMENT OUT OF WHICH THE CLAIM ARISES AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
14. **PRIVACY:** CONSIGNOR and its employees, agents, consultants and subcontractors (collectively, "SELLER's REPRESENTATIVES") in performance under this AGREEMENT (i) will collect, process, store, use, disclose and dispose of all information relating to a person that is sufficient to cause the person to be identified, directly or indirectly (collectively, "PII"), in full compliance with LAWS and SELLER's privacy policy and security requirements set forth in Exhibit A, and as amended from time to time (collectively "PRIVACY LAWS"); and (ii) will only share, sell, transfer, disclose, or otherwise provide access to PII, with CONSIGNOR's REPRESENTATIVES as necessary for CONSIGNOR to perform under this AGREEMENT; and (iii) will only collect, process, use and store PII on SELLER's behalf as necessary for CONSIGNOR to perform under this AGREEMENT. Any PII or aggregate information provided to, created, obtained, procured, used or accessed by CONSIGNOR or CONSIGNOR's REPRESENTATIVES in performance under this AGREEMENT is the sole property of SELLER. Upon completion of CONSIGNOR's performance under this AGREEMENT, termination or expiration of this AGREEMENT, CONSIGNOR and or CONSIGNOR's REPRESENTATIVES will, at SELLER's option, return or destroy all PII, aggregate information and historical data. Upon SELLER's request, CONSIGNOR will furnish SELLER with a certificate of destruction within thirty (30) calendar days. This Section 14 serves as CONSIGNOR's written certification that all PII is handled strictly in accordance with the Massachusetts Code of Regulations, 201 CMR §§ 17.00 et. seq., as applicable. To the extent CONSIGNOR has access to cardholder's payment card information including, but not limited to, account number, expiration date, or 3 digit code, CONSIGNOR represents and warrants that CONSIGNOR and CONSIGNOR's REPRESENTATIVES are Level 1 PCI Compliant Merchant or Service Provider, as applicable. SELLER may suspend the PARTIES performance under this AGREEMENT if CONSIGNOR, in SELLER's reasonable opinion is in breach of this Section 14.

CONSIGNOR WILL IMMEDIATELY INFORM SELLER IN WRITING OF ANY BREACH OF THIS SECTION 14 OR IF CONSIGNOR HAS ANY REASON TO BELIEVE THAT PII MAY HAVE BEEN LOST OR USED, ACQUIRED OR ACCESSED, OR DISCLOSED IN VIOLATION OF THIS SECTION 14.

15. CONSIGNOR'S INDEMNIFICATION OF SELLER - CONSIGNOR will indemnify SELLER, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees ("P&G GROUP") from and against any claims, including third party claims, loss, cost, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "CLAIMS"), arising out of or related to (i) this AGREEMENT, (ii) the use or handling of the equipment or material sold, or (iii) the negligence, gross negligence, bad faith, intentional or willful misconduct of CONSIGNOR or CONSIGNOR's subcontractors or their respective employees or other representatives, in each case regardless of whether such loss, damage injury, or liability is contributed to by the negligence of Seller or its Parent or their employees (except that this indemnity shall not apply to damages, injuries, or the cost incident thereto found to be caused by the sole negligence of the Seller or its Parent).

16. ASSIGNMENT: This agreement may not be assigned or any or all of it contracted out to another party without the prior written approval of the Seller.

17A. With respect to equipment, CONSIGNOR acknowledges an awareness of hazards associated with the use of such equipment and agrees upon receipt of the equipment to inspect it in order to verify its suitability for use by CONSIGNOR or others. CONSIGNOR further agrees to arrange for inspection and certification of the equipment in accordance with applicable codes and standards, including without limitations the following:

18. INSURANCE

18A. GENERAL INSURANCE POLICY REQUIREMENTS: For the PERIOD, CONSIGNOR shall maintain in full force and effect the insurance coverage set forth in Section entitled INSURANCE COVERAGE with underwriters acceptable to Seller and having an A. M. Best's rating of "A VIII" or better or its equivalent rating where not available. For the PERIOD, CONSIGNOR shall cause its subcontractors to maintain at their own expense reasonable insurance coverage. CONSIGNOR shall provide Seller with a copy of Certificate(s) of Insurance. All insurance policies shall provide for a thirty (30) calendar days prior written notice to Seller in the event of termination, cancellation, non renewal or a material change to the requirements as set forth in the Section entitled INSURANCE. All insurance policies shall be primary without right of contribution from any of Seller's insurance carriers.

18B. INSURANCE COVERAGE

18B.1 Commercial General Liability including Products Completed Operations and Blanket Contractual "occurrence form" coverage with the following limits of liability: (i) minimum \$5,000,000 per occurrence combined single limit for Bodily Injury and Property Damages; and (ii) minimum \$5,000,000 limit of liability per occurrence for Products-Completed Operations, and Contractual Liability to include liability assumed under this AGREEMENT.

18B.2 WORKERS' COMPENSATION: Workers' Compensation will provide no-fault statutory benefits as prescribed by the LAW of the State, Province or Countries in which work is performed to CONSIGNOR's employees due to a job-related injury resulting from an accident or occupational disease. Employers' Liability is to be provided in the minimum amount of U.S. \$ 1,000,000 per occurrence for all sums that the insured becomes legally obligated to pay as damages because of bodily injury by accident or disease sustained by the insured arising out of and in the course of employment.

18C. COMPREHENSIVE AUTOMOBILE LIABILITY: Comprehensive Automobile Liability Insurance, if the use of motor vehicles is required, for owned or non-owned vehicles with limits of at least U.S. \$2,000,000 per accident, combined single limit for Bodily Injury and Property Damage, or any other minimum as required by the LAWS of the States or Countries in which CONSIGNOR may be required to make usage of automobiles.

18D. ADDITIONAL INSURED: The Commercial General Liability and Automobile Liability policies, if required hereunder, shall include Seller Indemnitee as additional insured in connection with the activities contemplated by the scope of this AGREEMENT to be stated explicitly on the Certificate(s) of Insurance.

18E. WAIVER OF SUBROGATION: CONSIGNOR hereby irrevocably and unconditionally waives and shall cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against Seller Indemnitee, to be documented to Seller's satisfaction.

18F. LIABILITY OF CONSIGNOR: CONSIGNOR's compliance with the Section entitled INSURANCE shall not relieve CONSIGNOR of any liability to Seller Indemnitee arising under any other provision of this AGREEMENT except to the extent that such monies recovered are paid to Seller Indemnitee to reduce CONSIGNOR's obligations to Seller Indemnitee. CONSIGNOR shall be liable for any and all deductibles it may incur in connection with any of the policies listed in the Section entitled INSURANCE.

19. RISK OF LOSS: The risk of loss for all equipment and/or materials removed from the Seller shall be on the CONSIGNOR the moment it assumes responsibility for removing the equipment and/or materials from the Seller. CONSIGNOR is solely responsible for any subsequent disposal.

20. CONSIGNOR'S LABOR, EQUIPMENT, EXPENSES: It is specifically agreed and understood that the CONSIGNOR is an independent contractor and not an agent of the Seller. CONSIGNOR entirely at its own expense shall provide all equipment, material, labor, permits, licenses, fees, etc., as may be necessary for it to effect the removal of the equipment or material. The CONSIGNOR's employees, equipment, and property enter and remain on Seller's premises entirely at the CONSIGNOR's risk as regards any and all hazards excepting only those found to be caused by Seller's sole negligence. The CONSIGNOR is responsible to maintain its equipment in a clean, sanitary, and safe-operating condition to the Seller's satisfaction. The CONSIGNOR's employees must be compatible with all other persons working on the Seller's premises whether such persons be

Seller's employees or the employees of third parties. While on Seller's premises, CONSIGNOR's employees must observe Seller's rules and regulations

- 21. **SUSPENSION/CANCELLATION:** Should either party be physically prevented from fulfilling the terms of this Agreement due to strike, flood, fire or other catastrophe beyond its reasonable control, this Agreement shall be suspended for the duration of the disabling circumstances subject to delivery of written advice by the affected party to the other party within ten (10) days after the disabling circumstances first occur. CONSIGNOR's failure to satisfactorily comply with all the conditions of this Agreement shall entitle the Seller to cancel this agreement without obligation by written notice to the CONSIGNOR. This condition in no way limits the Seller's rights. Inaction of the Seller shall not be construed as waiver or forgiveness of the CONSIGNOR's failures or defaults. Any change in Seller's operation which may necessitate a change in any condition of this Agreement shall entitle the Seller to re-negotiate or entirely cancel the Agreement without obligation on giving forty-five (45) days advance written notice to the CONSIGNOR.
- 22. **TERMINATION FOR CONVENIENCE BY SELLER:** Seller may, for any reason and at any time, terminate this AGREEMENT upon at least thirty (30) calendar days written notice to CONSIGNOR, without any penalty, liability or further obligation. Upon receipt of such notice of termination, CONSIGNOR shall take immediate steps to bring work to a close in a prompt and orderly manner and to use its best efforts to mitigate COST. Under no circumstances shall Seller be liable for consequential damages, including, but not limited to loss of anticipated profits, loss of business and loss of goodwill arising out of or relating to Seller's termination in accordance with this Section.
- 23. **INSPECTION AND AUDIT RIGHTS OF THE SELLER:** For a period up to five years after the expiration or termination of this AGREEMENT and to the extent legally permissible and upon reasonable notice by SELLER, CONSIGNOR will permit SELLER, or a third party reasonably acceptable to the PARTIES, access to any area of CONSIGNOR's facilities, personnel, computer systems and books and records relating to CONSIGNOR's performance under this AGREEMENT to determine CONSIGNOR's compliance with this AGREEMENT.
- 24. **USE OF SUBCONTRACTORS:** CONSIGNOR will notify SELLER of any potential conflict of interest arising out of, or relating to, the engagement of a subcontractor CONSIGNOR uses in performance under this AGREEMENT. SELLER is entitled to cause CONSIGNOR to appoint a subcontractor selected by SELLER, at SELLER's discretion. Neither the delegation of CONSIGNOR's obligations nor SELLER's appointment of a subcontractor will relieve CONSIGNOR of any of its obligations under this AGREEMENT, nor constitute a waiver by SELLER. If SELLER determines that the engagement of any subcontractor, subcontractor's employee or any of CONSIGNOR's employees is not in the best interests of SELLER, then SELLER will provide CONSIGNOR with written notice requesting that such subcontractor, subcontractor's employee or such CONSIGNOR's employee is immediately replaced, at CONSIGNOR's cost, with a replacement of suitable ability and qualifications. CONSIGNOR will enter into a written agreement with any subcontractor that contains the same obligations applicable to CONSIGNOR under this AGREEMENT
- 25. **REPORTING REQUIREMENTS:** CONSIGNOR will provide to SELLER information and reports, in a format and on a frequency requested by SELLER, at no cost to SELLER.
- 26. **COMPLETE AGREEMENT:** This Agreement contains all the terms of agreement between the parties with regard to the subject of the agreement, and any other oral or written condition or understanding in addition to or at variance with any of the foregoing is void and of no effect.

CONSIGNOR and Seller acknowledge acceptance of the terms and conditions of this Agreement effective upon signature by CONSIGNOR and Seller below.

Tunkhannock Area High School

P&G Paper Products

(CONSIGNOR)

(Seller)

by,

Signature

by,

Signature

Name Typed Gery Franko

Name Typed Cale Newswanger

Title Maintenance Supervisor
8/25/16

Title Logistics Engineering Leader
8/25/2016

Date

Date

CHILD AND ADULT CARE FOOD PROGRAM INSTRUCTIONS FOR COMPLETING PDE-3086

When a school or child care institution purchases meals/snacks from another school, the contract that follows, PDE-3086, MUST BE USED. Do Not Retype. If the SFA wants to add more requirements, outline the conditions by continuing the numbering system on Page 3 before submitting to the Pennsylvania Department of Education for review.

**To fill out this form, please start at the top and use the tab button on your keyboard to navigate through the required grey fields. If the question does not pertain to your contract, please enter N/A.*

Upon execution of this contract, both parties must keep one copy with their records.

This contract can only be for a one-year period and cannot contain guaranteed renewal clauses.

A school or child care institution that enters into a contract with a school for the purchase of meals/snacks agrees to abide by the procurement standards outlined in Title 7 of the Code of Federal Regulations (CFR), Part 210.21, 220.16 or 226.22, as applicable, and by the Office of Management and Budget (OMB) Circular A-102. These regulations require that such procurement transactions be conducted in a manner that provides maximum open and free competition. Schools or child care institutions may use any of the four procurement methods outlined in OMB Circular A-102.

On January 13, 1987, the United States Department of Agriculture granted the PDE the authority to approve, on a case-by-case basis, noncompetitive negotiation as a method of procurement when meals are vended from one sponsor to another. ***For the PDE to approve the use of noncompetitive negotiation between sponsors, the following criteria must be met:***

1. The provider must have sufficient facilities and a delivery system adequate to handle the increased production.
2. The proximity of the provider must not be an undue hindrance to the fulfillment of the contract.
3. The provider has not received audit or CRE review findings within the past three years which would indicate that the provider was incapable of preparing proper meals, planning quality menus or maintaining adequate records.

This criteria has been incorporated into Items 12, 13 and 14 of the attached contract (PDE-3086). The PDE will accept the provider's signature on the contract as assurance that the provider has met the criteria specified above, thus resulting in the granting of approval by the PDE for the use of noncompetitive negotiation by the provider.

Send two copies with original signatures (in blue ink) for approval to:

Pennsylvania Department of Education
Bureau of Budget and Fiscal Management
Division of Food and Nutrition
Attn: CACFP FSMC
333 Market Street, 4th Floor
Harrisburg, PA 17126-0333

CONTRACT TO PURCHASE MEALS FROM SCHOOLS

The Pennsylvania Department of Education, in providing this contract as a service to schools, does not become a party to this contract. The purchasing sponsor, hereafter referred to as the Purchaser, is the responsible authority, without recourse to the Pennsylvania Department of Education and the United States Department of Agriculture regarding the settlement and satisfaction of all contractual and administrative issues arising under this contract. This includes, but is not limited to: disputes, claims, protests of award, source evaluation or other matters of a contractual nature.

Made and entered into this date of **August 31, 2016** by and between

Luzerne County Head Start, Inc
300-40-4120
Wilkes Barre, Pa 18702

Tunkannock Area School District
41 Philadelphia Ave
Tunkhannock Pa 18657

These meals/snacks will be served at the following locations (*press enter/return to add multiple sites*):

Example: PDE Child Care, 333 Market Street, Harrisburg, PA 17126

Rosalund Elementary School-99 Digger Drive Tunkhannock, Pa
Mehoopany Elementary School-Rr # 1 Po Box # 400 Mehoopany, Pa18629

The parties entering into this contract agree to be bound by the United States Department of Agriculture (USDA) regulations Title 7 of the CFR Part 210, Part 220 and/or Part 226, as appropriate.

The Purchaser will order meals/snacks on a weekly basis notifying the Provider 2 days proceeding the week of delivery. Orders will include totals for each site and each type of meal/snack.

If the Purchaser is another School District, **Traditional Food-Based** Menu Planning Option will be used.

The Purchaser reserves the right to increase or decrease the number of meals/snacks ordered with a minimum notice of **2 Days**.

If the Purchaser's children will eat meals/snacks on the Provider's premises, the children will be at the building and served at **8:30/9:45** for Breakfast, **12:00/12:15pm** for Lunch and **N/A** for Snack.

The Provider agrees to supply meals/snacks **inclusive** of milk to the Purchaser for the prices herein listed:

Meal Type	Daily Estimated Servings	x	Estimated No. Serving Days Per Year	x	Unit Price	=	Estimated Total \$\$
			180				
	Mehoopany 18		180				
BREAKFAST	Tunkhannock 18				\$1.80		\$11,664.00
	Mehoopany 18		180				
LUNCH	Tunkhannock 18		180		\$3.10		\$20,088.00
SNACK	N/A				N/A		
GRAND TOTAL OF CONTRACT							\$31,752.00

Conditions:

1. It is further agreed that the Provider, pursuant to the provisions of federal regulations, will assure that said meals/snacks will meet or exceed the minimum meal pattern requirements as necessary for the stated Menu Planning Option, and will maintain full and accurate records that the purchaser requires to meet its record keeping responsibility on a calendar month basis (supported by invoices, receipts or other records), and shall promptly submit invoices and delivery receipts to the Purchaser.
2. Meals/snacks will be delivered on a daily basis or other mutually agreed upon period of time in accordance with the 21-day menu cycle. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the Provider from delivering a specified meal/snack component, the Provider shall notify the Purchaser immediately so substitutions can be agreed upon. The Purchaser reserves the right to periodically suggest menu changes within the Provider's suggested food cost range throughout the contract period.
3. The Provider will bill the Purchaser only for meals/snacks prepared and delivered/picked up at the specified time. Damaged or incomplete meals/snacks shall not be included. Adequate refrigeration or heating will be provided when the Provider delivers meals/snacks or picked up by Purchaser to insure the wholesomeness of food in accordance with state and/or local health codes.
4. The Purchaser will furnish the Provider with the number of meals/snacks, by meal service type, to be delivered to each site when applicable.
5. The Purchaser reserves the right to add or delete sites and provide one week's notice to the Provider.
6. The Provider guarantees that meals/snacks will be delivered within the prescribed time period as mutually agreed upon by both parties.
7. The Provider agrees to retain the records required by the Purchaser for a period of three years after the end of the fiscal year to which they pertain (or longer if an audit is in progress) and, upon request, to make all accounts and records pertaining to the program available to representatives of the Pennsylvania Department of Education, the United States Department of Agriculture and/or the Office of the Inspector General and General Accounting Office for audit or administrative review purposes at a reasonable time and place.

The Provider also agrees to provide the needed information on the amount of food sent to the Purchaser for recording on the Production Records. Recipes and Product Information Sheets will be provided to the Purchaser as required for School Meals Initiative (SMI) reviews. If the Provider is providing meals using the NuMenus Planning Option, a printout of the nutrient analysis of the menus used must be provided to the Purchaser.

8. During the performance of the contract, the Provider agrees as follows: The Provider will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated while employed without regard to their race, color, national origin, age, sex or disability. Such action shall include, but not be limited to, the following:

