

TUNKHANNOCK AREA SCHOOL DISTRICT
TUNKHANNOCK, PENNSYLVANIA
SUPPLEMENTAL AGENDA

BOARD OF SCHOOL DIRECTORS
WORK SESSION/BOARD MEETING
HIGH SCHOOL LIBRARY
THURSDAY, JULY 19, 2018

1. Recommend that a resolution be adopted to approve extra-curricular appointments for the 2018-19 school year as listed. Appointments pending additional clearances/paperwork as indicated. (p3)

Motion by _____ Seconded by _____

2. Recommend that a resolution be adopted to approve extra pay appointments for the 2018-19 school year as listed. Appointments pending additional clearances/paperwork as indicated. (p4)

Motion by _____ Seconded by _____

3. Recommend that a resolution be adopted to approve the appointments of life guards for the 2018-19 school year as listed. Appointments pending additional clearances/paperwork as indicated. (p5)

Motion by _____ Seconded by _____

4. Recommend that a resolution be adopted to approve volunteers for the 2018-19 school year as presented. All clearances and TB testing are on file in the Superintendent's office as required by Board Policy. (p6)

Motion by _____ Seconded by _____

5. Recommend that a resolution be adopted to approve the appointments of the following teachers as summer school teachers.

- a. Ellyn Harvey – ELA
- b. Jason Keown – American Government
- c. Audra Spencer - Mathematics

Motion by _____ Seconded by _____

6. Recommend that a resolution be adopted to approve the appointment of Zack Migliori working with the Keystone Remediation program. All clearances and TB testing are on file in the Superintendent's office as required by Board Policy.

Motion by _____ Seconded by _____

7. Discussion and possible adoption of a resolution on the proposed UGI Penn Natural Gas Public Utility Right-of-Way. (pp7-12)

Motion by _____ Seconded by _____

8. Recommend that a motion be adopted to approve participation in the Community Eligibility Provision (CEP) for the Primary Center under the National School Lunch Program and School Breakfast Program. (p13)

Motion by _____ Seconded by _____

9. Discussion and decision on 2018-19 school breakfast and lunch prices. (p14)

Extra Curricular
7/19/18

Last	First		
Appel*	Jeff	Girls Assistant Soccer	\$2,822.00
Appleby*	Rich	Boys Assistant Football	\$4,233.00
Bevan	Bill	Boys/Girls Head Weightlifting	\$7,880.00
Bliss*	Cathy	Girls Assistant Volleyball	\$2,822.00
Franza	Michael	Boys Assistant Soccer	\$2,822.00
Hartman	Tara	Girls Assistant Field Hockey	\$2,822.00
King	Victoria	Boys Head JH Volleyball	\$2,822.00
Lockard	Chris	Boys Assistant Football	\$4,233.00
Lukasavage	Dan	Boys/Girls Head JH Soccer	\$2,822.00
Madden	Shelby	Girls 8th Grade Field Hockey	\$2,822.00
Richter*	Charles	Boys/Girls Head Athletic Filmer	\$1,136.00
Robinson*	Shannon	Girls 7th Grade Field Hockey	\$2,822.00
Slusark	John	Boys Assistant Football	\$4,233.00
Young	Ken	Boys/Girls Head JH Cross Country	\$2,172.00

* Indicates updated clearances are/will be needed or pending additional information.

Life Guards

Last	First
Crimmel*	Jodi
King	Tori
Misivey	Tim
Sick	Thurston
Wynne	Kellie
Students	
Hodge	AJ
Lynn	Taylor
Misivey	Dylan
Tidball	Davis
Astegher	Mike
Hutchins	Alexis
Rogers	Camryn
Rought	Alexandra
Weaver	Erin
madus	Julien
hiesel	Logan
Briton	Tori-Lynn

SWIM HOURS/PAY RATE

Open Swim

\$12/Hour

Tuesday-Thursday 6:50PM-9:20PM (2.5hrs)

Morning Swim

\$12/Hour

Monday-Wednesday-Friday 5:50AM-7:20AM (1.5hrs)

Birthday Parties

\$17/Hour

Saturday 11-1, 1:15-3:15, 3:30-5:30

Life-guard hours (2.5 Hours)

10:45-1:15

1:00-3:30

3:15-5:45

Grade Incentive Parties

\$17/Hour

Wednesday's during activity period

*Indicates updated clearances are/will be needed or pending additional information.

Volunteers 07-19-18
2018-19 School Year

Volunteers

Last	First	Activity or School
Coolbaugh	Tammy	Athletics
DeMarco	Chris	Athletics
Joseph	John	Athletics
Kukuchka	Abraham	Athletics
Pietrowski	Edward	Athletics
Prebola	William	Athletics
Reese	Josef	Athletics
Sick	Barbara	Athletics
Sick	Thurston	Athletics
Sickler	Mark	Athletics

* Indicates updated clearances are/will be needed or pending clearances.

PUBLIC UTILITY RIGHT-OF-WAY AGREEMENT

THIS PUBLIC UTILITY RIGHT-OF-WAY AGREEMENT (this "Agreement"), is made this ____ day of July, 2018 by and between the **TUNKHANNOCK AREA SCHOOL DISTRICT**, with an address of 41 Philadelphia Avenue, Tunkhannock, Pennsylvania 18657 (the "Grantor") and **UGI PENN NATURAL GAS, INC.**, with an address of 225 Morgantown Road, Reading, Pennsylvania 19611, and its successors and assigns (the "Grantee").

FOR AND IN CONSIDERATION OF the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the premises and the mutual covenants and agreements set forth herein, the Grantor and the Grantee hereby agree as follows:

1. **Easement.** The Grantor hereby grants to the Grantee a permanent easement and right of way on, in, over, under and through Grantor's real property located in the Township of Tunkhannock, County of Wyoming, Commonwealth of Pennsylvania, and known as Parcel Identification Number 059.3-001-00-EX-00 ("**Grantor's Land**"), being thirty (30) feet in width and approximately 2,516 linear feet in length, totaling 41,698 square feet, and located in the area and along the route indicated on the map attached hereto as **Exhibit A** and made a part hereof (the "**Easement**") for the purposes of locating, constructing, maintaining, operating, repair, replacing, and removing (a) one (1) twelve inch (12") in diameter pipeline, (b) service lateral pipelines to adjacent properties, and (c) related fixtures and apparatus for the transportation of natural gas (collectively, the "**Facilities**").
2. **Temporary Easement.** The Grantor hereby also grants to the Grantee for construction purposes for three hundred sixty-five (365) days from the date construction commences, a temporary easement and right of way, on, in, over, under and through the Grantor's Land being twenty (20) feet in width, and located in the area and along the route indicated on the map attached hereto as **Exhibit A** and made a part hereof (the "**Temporary Easement**") for the purposes of (a) constructing the facilities in the Easement area, and (b) parking, storage, loading and unloading activities related to construction of the Facilities; provided, that, Grantee may access the Temporary Easement for restoration purposes following the expiration of the three hundred sixty-five (365) days.
3. **Compliance with Laws.** The Grantee will promptly and faithfully comply with and obey all applicable laws, ordinances, rules, regulations, requirements, and orders of every duly constituted governmental authority or agency having jurisdiction over the Grantor's Land and the operations conducted thereon.
 - a. **Clearances.** Upon request of the Grantor, Grantee's employees accessing the Land shall provide Grantor with a picture identification which shall be consistent with any visitor that is attending an outdoor sporting event on the Land.

4. **Pipeline Specifications.** Grantee shall bury all all Facilities to at least a depth of three (3) feet below the surface.
5. **Work Schedule.** Grantee shall make all commercially reasonable efforts to complete the installation of the pipeline no later than August 31, 2018. If work is not completed prior to August 31, 2018, Grantor and Grantee shall work together in good faith to determine a mutually acceptable schedule.
6. **Prohibition on Above Ground Facilities.** No above ground facilities other than pipeline markers shall be installed by Grantee on Grantor's Land.
7. **Restoration.** Grantee shall construct and install the pipeline in a manner which will minimize any related soil erosion. Grantee shall, in connection with and subject to the rights granted hereunder, promptly and in a good and workmanlike manner, restore the Easement area, the Temporary Easement area, and the Grantor's Land disturbed by Grantee or by its agents, employees, contractors or invitees, as nearly as practical to the contour and condition that existed prior to any right granted herein (to the extent any such area has been improved pursuant to any rights granted herein or otherwise, the disturbed areas shall be restored to their improved condition that existed prior to being disturbed), including replacement of all roads, sidewalks, sub-base, base, grass, gravel and any other improved or unimproved surface that formerly existed within the Easement or Temporary Easement Area on the date of construction commencing. Additionally, within a reasonable time after completion of the anticipated construction work, Grantee agrees to remove all personal property, equipment and materials not comprising the Facilities from the Easement area and the Temporary Easement area.
8. **Liens.** Grantee shall cause no liens to be placed against Grantor's Land. In the event that a third party asserts a lien due to work performed by Grantee or its agents or assigns, Grantee shall immediately pay and discharge such lien in full or indemnify Grantor from and against any liability, loss, cost or expense related to such lien.
9. **No Obstructions to Easement Area.** The parties to this Agreement covenant and agree that no barriers, fences, curbs or other obstructions to the free and unhampered use of the Easement area shall be created by any of the parties hereto, nor shall any structures, personal property, vehicles or other items be stored or placed upon the Easement area in such fashion as to deprive any of the parties of the rights and privileges granted pursuant to this Agreement.
10. **Use of Grantor's Land.** Grantor may fully use and enjoy Grantor's Land in any way that does not interfere with Grantee's rights and privileges granted under this Agreement. Grantee understands and acknowledges that other utilities benefiting the Grantor may be located within the Easement area or the Temporary Easement area subject to Grantee approval based on Grantee's minimum foreign utility clearance requirements. Grantee further acknowledges and agrees that the Easement is not an exclusive Easement and that Grantee shall not interrupt or interfere with such other utilities at any time.

11. **Contact Representative.** Grantee shall provide Grantor the current name, address, email and telephone numbers for the authorized/responsible officer or employee who can be contacted by Grantor at all times including, but not limited to, for the purpose of reporting any damages, violations, or breaches of this Agreement.
12. **Expenses.** The Grantee shall obtain, at its sole cost and expense all required permits, licenses, and approvals prior to commencing operations on the Land. Grantee will further pay all expenses related to the cost of construction, maintenance, operation, repair, replacement, and removal of the Facilities. This section is specifically intended to result in no cost, expense or other amount being borne by Grantor.
13. **Hazardous Materials.** Grantee shall not use the Grantor's Land for the disposal of waste materials. Grantee shall not dispose of or release on the Grantor's Land, or permit to exist or be disposed of or released on the Grantor's Land as a result of its operations, any substance which is defined as a "hazardous material," "toxic substance," or "solid waste" in any federal, state or local law, statute or ordinance. Should any "pollutant," "hazardous material," "toxic substance," or "contaminated waste" be released by Grantee on the Grantor's Land requiring the notification of the Pennsylvania Department of Environmental Protection or other governmental entity, Grantee shall notify Grantor immediately after notifying the governmental body using the same means of communication.
14. **Abandonment.** This Agreement shall be for as long as the Easement Area is used for the purposes stated herein by Grantee. If at any time Grantee is no longer using the Easement Area for such purposes for a period of twelve (12) consecutive months, then the Easement granted in this Agreement shall terminate. Following the expiration or termination of the Easement, Grantor may deliver written notice to Grantee requiring that Grantee, at Grantee's sole cost and expense, remove the Facilities from Grantor's Land, if required by the Public Utility Commission, within one hundred eighty (180) days after the receipt of Grantor's notice. Upon the expiration or termination of the Easement and the removal of the Facilities, Grantee shall execute whatever documents are reasonably required by Grantor to further substantiate such termination or expiration.
15. **Indemnification.** Grantee shall indemnify, defend and hold Grantor harmless from any and all liability, liens, demands, judgments, suits, and claims of any kind or character to the extent arising out of, in connection with, Grantee's operations under the terms of this Agreement, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal. Grantor, if it so elects, shall have the right to participate, at its sole expense, in its defense in any suit or suits in which it may be a party, without relieving Grantee of the obligation to defend Grantor.
16. **Insurance.** The Grantee shall obtain and maintain for and during the term of this Agreement, (a) liability insurance in an amount and issued by a reputable insurance company, but in no event shall such policy be less than Three Million Dollars (\$3,000,000.00); (b) worker's compensation insurance; and (c) business automobile insurance. The Grantee shall provide the Grantor with a valid certificate of insurance and such policy shall provide that notice of cancellation or non-renewal thereof must require no less than thirty (30) days prior written notice thereof to Grantor. All insurance policies required by this section other than worker's compensation shall name the Grantor as an additional insured.

17. **No Warranty of Title.** Grantor makes no warranty or representation as to title to Grantor's Land. Grantee is solely responsible for satisfying itself with respect to Grantor's title to Grantor's Land. Grantor makes no warranty, express or implied, as to the state or condition of title to Grantor's Land. Grantee shall not make any claims, or seek any costs or expenses from Grantor relating to any alleged defects in the title to Grantor's Land, including but not limited to claims against Grantor pertaining to warranty of title. Grantor has no duty or obligation to defend title to Grantor's Land.
18. **Warranties and Representations.** Grantor and Grantee warrant to the other that: (a) they have the full right and authority to enter into this Agreement without the consent or intervention of any other party, person or entity and (b) the persons executing this Agreement have been duly authorized to act on behalf of Grantor and Grantee respectively.
19. **Modification or Amendment of Agreement.** This Agreement may not be altered, modified or amended, other than by a written instrument, in recordable form, duly executed by all the parties to this Agreement.
20. **Binding upon Successors and Assigns.** This Agreement shall be binding upon the parties respective successors and assigns.
21. **Severability.** The provisions of this Agreement shall be independent and severable and the invalidity or enforceability of any provision or portion shall not affect the enforceability or validity of any other provision or portion of this Agreement.
22. **Governing Law.** This Agreement shall be construed, interpreted and implied in accordance with the laws of the Commonwealth of Pennsylvania.
23. **Notices.** All notices and other communications required are permitted pursuant to the provisions of this Agreement shall be in writing and shall be delivered by hand and receipt obtained or sent, prepaid by a reputable nationally recognized overnight courier, or by United States Mail, Certified and Return Receipt Requested and the addresses set forth below:
- | | |
|----------------|---|
| If to Grantor: | Tunkhannock Area School District
41 Philadelphia Avenue
Tunkhannock, Pennsylvania 18657 |
| If to Grantee: | UGI Penn Natural Gas, Inc.
225 Morgantown Road
Reading, Pennsylvania 19611 |
24. **Recording.** It is understood and agreed between the parties that a Memorandum of this Agreement shall be placed on public record in the office of Recorder of Deeds in and for Wyoming County, Pennsylvania. The costs and expense associated with the filing of this Agreement shall be borne by the Grantee. All transfer taxes, if any, imposed by the recordation of this Agreement shall be borne by the Grantee.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the said Grantor has caused this Agreement to be executed on this ____ day of _____, 2018.

TUNKHANNOCK AREA SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

UGI PENN NATURAL GAS, INC.

By: _____
Name: _____
Title: _____

On this ____ day of _____, 2018, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Tunkhannock Area School District, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes contained, by signing the name of the Tunkhannock Area School District by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

On this ____ day of _____, 2018, before me, a notary public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of UGI Penn Natural Gas, Inc., and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes contained, by signing the name of UGI Penn Natural Gas, Inc. by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMUNITY ELIGIBILITY PROVISION (CEP) APPLICATION

- Eligibility for the “Community Eligibility Provision” (CEP) under the National School Lunch Program requires that a school building or group of buildings must have an “Identified Student Percentage (ISP) of at least 40%.
- The ISP is calculated by dividing the number of “Identified Students” (e.g. Direct Certifications through SNAP, TANF etc. plus homeless, migrant, foster etc.) by the Total Enrolled Students.
- Using the Agency Certification data contained in our Mealtime food service application, Jackie has determined that for 2018-19 the Primary Center would be eligible for CEP in the 2018-2019 school year (see chart immediately below).
- We could also group together our Primary and Intermediate Centers since there combined ISP is over 40%. However, doing this would drop the reimbursement by 10% if we combined buildings.

	AGENCY CERTS Free Eligible Students (Primeroege 3/1/18)	Ttl Enrollment (3/1/2018)	%
Primary Center	231	477	48.43%
Intermediate Center	354	903	39.20%
Primary & Intermediate	585	1,380	42.39%
High School	282	913	30.89%
District-wide	867	2,293	37.81%

- The Federal Free Reimbursement Rate for the Primary Center is 77.49% (48.43% x 1.6 USDA multiplier). This means that we would receive the Federal Free Reimbursement Rate on 77.49% of the meals served and the Federal Paid Reimbursement Rate on the remaining 22.51%.
- Reimbursement for the Primary and Intermediate Centers combined is 67.82% (42.39% x 1.6 USDA multiplier). This means that we would receive the Federal Free Reimbursement Rate on 67.82% of the meals served and the Federal Paid Reimbursement Rate on the remaining 32.18%
- Therefore, applying for CEP for both the Primary & Intermediate Centers combined would lower our Federal Free Reimbursement Rate by almost 10%. This means that we would lose \$2.92 reimbursement per meal (\$3.23 Free Reimbursement Rate minus \$0.31 Paid Reimbursement Rate) on approximately 10% of the meals served

2018-2019 Price analysis: Equity in School Meal Pricing

<u>Monthly # Paid</u>	<u>Paid Price</u>	<u>Monthly Revenue</u>	<u>Avg. Price</u>
8,157	\$2.85	\$23,247.45	\$2.85

Weighted Average Meal Price: \$2.85

\$2.85 (TASD weighted average) < \$2.92 (This is PDE Price Equity). Since TASD weighted average is below the PDE price equity, a price increase is recommended.

Recommendations:

Currently the Elementary Schools are participating in the Community Eligibility Program and the Secondary Schools lunch price are \$2.85.

Since the Primary Center will be free breakfast and lunch for the 2018/2019 school year, no price recommendation is needed.

- **High School & Intermediate Center:**

Breakfast \$1.75 to \$1.80 .05 increase

Lunch \$2.85 to \$2.90 .05 increase

- **Adult Prices:**

Breakfast \$2.50 to \$2.75 .25 increase

Lunch: \$4.50 to \$4.75 .25 increase