

**MONTOURSVILLE AREA SCHOOL DISTRICT  
SCHOOL BOARD WORK SESSION  
TUESDAY, May 24, 2022  
7:00 P.M.  
MONTOURSVILLE AREA SCHOOL DISTRICT**

**AGENDA**

- I.** Call to Order
- II.** Presentation
- III.** Public Comments. Residents and Tax Payers may comment on matters of concern, official action or deliberating before the board. Each member of the Public will be provided one unpaused three-minute time frame.
- IV.** Action Items
- V.** Information Items

**Montoursville Area School District  
School Board Agenda  
May 24, 2022  
7:00 PM  
Montoursville Area High School**

**General:**

- G-1 Approval of the April 12, 2022 School Board Minutes. (Attachment)
- G-2 Approval of the agreement between Montoursville Area School District and BLaST IU #17 for shared Special Education Services for the 2022-2023 school year. (Attachment)

**Personnel:**

- P-1 Approval to adjust Joseph Gnoffo's base annual salary as Building and Grounds Supervisor to \$77,998, effective June 30, 2022.
- P-2 Approval for the following addition to the Support Staff, effective June 1, 2022:

<b>Employee</b>	<b>Position</b>	<b>Rate of Pay</b>	<b>Replacement for:</b>
Aaron Connelly	Custodian	\$15.24	Jack Hawkins

- P-3 Approval of the following additions to the Extracurricular Activity positions for the 2021-2022 school year:

<b>Employee</b>	<b>Position</b>	<b>Stipend</b>	<b>Replacement for:</b>
Alyssa Martin	Saturday Detention	\$875.00	NA
Rich DeLong	Saturday Detention	\$875.00	Tara Crebs

**Budget and Finance:**

- BF-1 Approval of the Proposed Final General Fund Budget in the amount of \$32,926,889 for the fiscal year 2022-2023 including salary and work schedules as proposed.

**ATTACHMENTS**

MONTOURSVILLE AREA SCHOOL DISTRICT

MINUTES FOR BOARD MEETING  
High School

Tuesday, April 12, 2022  
7:03 PM

Pledge to the flag  
Call to Order - Board President  
Roll call - Board Secretary  
Executive Session for personal

MEMBER

- Daniel L. Albert
- Todd A. Badger
- Susan Beery
- Joseph B. LeCrone
- Dottie M. Mathers, Vice President
- David Shimmel, President

MEMBER

- Ronald E. Snell
- Dale Ulmer
- David J. Young
- \*Richard Galtman, Solicitor
- \*Christina Bason, Superintendent
- \*Brandy N. Smith, Business Mgr./Bd.Secretary
- \*(Non-Voting Member)

OTHERS

- Feerrar, Darrin - Elementary School Principal
- Gnoffo, Joseph - Supervisors of Buildings and Grounds
- Hanner, Timothy - Supervisors of Special Education
- King, Christopher - Assistant Middle/High School Principal
- Myers, Curtis - Middle School Principal
- Peipher, Sebastian – Lead Network Administrator
- Taormina, Daniel - High School Principal
- Yonkin, Jamie - Elementary School Principal
- Residents  Media  Students

Awards and Recognitions

Kayla LeBeau shared prom will be held on May 7<sup>th</sup>. The daddy-daughter dance was held and the district-wide celebration of the arts was both a huge success. She also mentioned the volleyball finals took place and were entertaining. The band is headed to Boston for a week, and a small portion of the band is performing at first Friday. Improv Troupe is beginning the last Friday of every month. Spring sports are in full swing, and the art case in the hallway has been updated. The arrowhead and mock trail both recently competed.

Zachary Smith shared that the academic decathlon team took 4<sup>th</sup> in the state. The rest of the competition will take place next week.

Approval of minutes for the following meetings:

- Board Meeting, Tuesday, March 8, 2022
- Work Session, Tuesday, March 22, 2022

Motion: Mathers Second: Beery

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

Public Comment

None

Business Manager's Report

A. General Fund and Cafeteria Fund Treasurer's Report

Motion: Ulmer Second: Badger  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

B. Budgetary Transfers

Motion: Ulmer Second: Mathers  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

Mr. Snell thanked Mr. Taormina, Mr. Meyers, and Mr. Peipher for putting their names on balance transfers.

Mr. Snell asked Mr. Taormina why there was a budget transfer completed concerning homecoming dance mask requirements in April.

Mr. Taormina explained the bill was from the fall and the transfer was completed to balance budget accounts.

C. Presentation of Bills (Roll Call)

General Fund	– \$ 2,605,956.12
Cafeteria Fund	– \$ 95,186.75

Motion: Ulmer Second: Berry  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

Mr. Snell asked if check number 62652 was for cheerleading.

Mrs. Smith confirmed it was for cheerleading uniforms.

Mr. Snell asked Mr. Shimmel if the charges from Levin Legal Group were duplicate charges for emails sent to Mr. Shimmel and Mrs. Bason.

Mr. Shimmel said he would look into the dates and charges, but his communication would be different from Mrs. Basons.

## D. Business

Mrs. Smith explained on behalf of Mrs. Bason concerning the timeline of the county grant that resulted in an audit finding. Mrs. Smith explained that after further communication and review with the auditor and the county commissioner's office the funds were spent correctly. Mrs. Smith has all of the information and documentation available for review.

Mr. Snell would like to know when the list of used funds will be available. He reminded Mr. Shimmel according to PSBA there should be a report presented to the board listing where the money is being spent, and how much is left.

Mr. Shimmel said Mrs. Bason is working on the list of funds, and not all the funds have been used at this time. He again stated he would speak with Mrs. Bason about that report.

Mrs. Smith presented the projections for FY 22-23 as a first presentation of the budget. Mrs. Smith is waiting on the IU contract, but transferring two entities over to the District should create savings. There are bids and other information that will change the estimated projections.

Mr. Snell asked what the cost savings will be from moving from the IU to the "in-house".

Mrs. Smith explained the projected savings is \$40,000. The numbers are not exact to date, but solid numbers will be presented in the final budget.

Mr. Snell wanted to be certain it would not cost more by moving services out of the district.

Mrs. Smith confirmed it would not cost Montoursville Area School District more money.

### Superintendent's Report

Lyter Elementary- Mr. Feerrar said the kids are excited about spring and Easter break. The kids are working hard and the 3rd and 4th grades are preparing for PSSA testing. Lyter kids are working on science experiments and the 4<sup>th</sup> grade is preparing for the Spring music concert.

Loyalsock Valley- Mr. Yonkin said Loyalsock Valley is also preparing for PSSA testing and the 4<sup>th</sup> grade Spring concert. The last session of parent-teacher conferences will also be held. PBIS review scored 93 out of 100 he was very proud of the team for hard work to achieve the high score. Mr. Yonkin said they will continue to do fun things with the kids. 13 kids earned a trip to FlyWorld as a reward. Mr. Yonkin is working with Mr. Taormina and parents to set up elementary students spending lunchtime with seniors as another reward. PTO is working on bringing a Spring festival back to the valley on May 13, 2022. Mrs. Bair is continuing to push the kids to read. She set up a March Madness bracket and the final is tonight. The kids look at the bulletin board every day they are excited to read.

Mr. Snell asked when Mr. Yonkin will be taped to the wall again.

Mr. Yonkin said he will not be taped to the wall again. He will sit in a dunk tank in June as a reward for students.

Mr. Feerrar mentioned that Lyter's is having a Spring event set for May 12, 2022.

Special Education- Mr. Hanner is finalizing numbers for the extended school year program. Currently, there are 74 qualified for the end-of-year services. Of those students, 45 will be attending various EYS programming through the county. Our district is providing services from our speech therapist and a few other students will be participating in the explorer program held through the IU. Enrollment updates are as follows: 348 students are receiving services through special and gifted education. 38 students have 504 service agreements. It is projected that 15 of the special education students will be graduating at the end of the school year and a plan is in motion for 10 students to transiting from early intervention to school age in August. He also said that 30 students are in the process of being

evaluated for services. Mr. Hanner thanked two paraprofessionals that are retiring. Martha Diaz with 24 years of service and Valerie Mowery with 19 years of service.

High School- Mr. Taormina said the high school is looking forward to Keystone and AP testing, along with District sports qualifiers and graduation. He thanked the Montoursville foundation for contributing \$60,000 through EITC funds to secure all of the lighting for the black box theater. Rigging and motors are still needed. He also listed the after-school programs homework club, fitness club, and gaming club. The benefit has been tapping into a group of kids that do not usually like school. The foundation donated \$2,484.00 specifically to the gaming club. He went on to say having the Foundation as a partner is critical to the District.

Montoursville Foundation- Mr. Ulmer added the foundation needs persons interested in serving on the board. He asked that anyone interested in getting involved to contact Dale Ulmer or anyone on the foundation.

Project Update- Mr. Shimmel the administration working on setting April and May dates for project presentations to the community. Mr. Shimmel and Mr. Taormina would like the administration to speak to the community and not have an outside source do so.

Mr. Snell asked if there was approval to use the PowerPoint presentation.

Mr. Shimmel stated Mr. Taormina is working on some form of the PowerPoint presentation to make sure there are no copyright issues.

Mr. Taormina stated that some of the bullet points need to be adjusted. The presentation is not a sales pitch. It will be informational and factual. The administration will present and then listen. Questions will be gathered and answered on the website.

Mr. Shimmel said they will take to process one step at a time.

Mr. Snell asked if contact has been made on the survey.

Mr. Shimmel responded yes, Mrs. Bason is in contact.

### Agenda Items

- **General**

G-1 Approval of an agreement between Montoursville Area School District and Bloomsburg University. (Attachment)

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-2 Approval of an agreement between Montoursville Area School District and BLaST IU17 for Notice of Adoption LEA Policies, Procedures, and Use of Funds. (Attachment)

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-3 Approval to send approximately 45 Montoursville Area School District students to the Extended School Year Program, operating by BLaST IU 17. The program will run for five weeks, Monday through Thursday, 8:30 AM to 11:10 AM, June 20, 2022 to July 21, 2022. The approximate cost for the program is: \$91,636. (Attachment)

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-4 Approval of an agreement between Montoursville Area School District and Lycoming Career and Technology Center, 2022-2023 Budget. (Attachment)

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-5 Approval of the election of Joseph LeCrone as temporary school board president for the purpose of signing his daughter's high school diploma.

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-6 Approval of the election of Todd Badger as temporary school board president for the purpose of signing his daughter's high school diploma.

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-7 Approval of MOU agreement between Montoursville Area School District and Montoursville Area Education Association. (Attachment)

Motion: Ulmer Second: Mathers

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

G-8 Approval between Montoursville Area School District and Montoursville Area Administrative Act 93 Compensation Plan Agreement. (Roll Call)

Motion: Ulmer Second: Badger

Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young

No: None

Absent: Albert

Result: **Motion Carried**

Mr. Shimmel made a verbiage change to the Act 93 compensation plan. He stated that is the correct and legal term and would like the record to reflect that change.

Mr. Feerrar as the lead representative would like to thank the Board, students, staff, and community for continued support.



G-9 Approval to establish Montoursville Area High School Bible Study Group and Activity Account with Bylaws.  
Motion: Ulmer Second: Mathers  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

G-10 Approval to establish Montoursville Area High School Musical Theater Club and Activity Account with Bylaws.  
Motion: Ulmer Second: Mathers  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

G-11 Approval to transfer of entity of two learning support classrooms from BLaSSt IU #17 to Montoursville Area School District. (Attachment)  
Motion: Ulmer Second: Mathers  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

G-12 Approval of the date change for the Montoursville Area High School trip to Costa Rica and Panama, June 16-24, 2022. The trip has been previously approved.  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

Mr. Young asked why there was a change from Costa Rica to Panama.  
Mr. Taormina said they are combining Costa Rica and Panama, and dates have been shifted.  
Mr. Snell asked what the political climate is in Costa Rica and Panama at the present time.  
Mr. Taormina said they are working with a group called EF Tours that monitors the countries. Everything is ok with covid.

G-13 Approval to renew the contract between Montoursville Area School District and The Nutrition Group, July 1, 2022 to June 30, 2023 (Attachment)  
Motion: Ulmer Second: Mathers  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

G-14 Approval of an agreement between Montoursville Area School District and Central Susquehanna IU #16 for Student Information Software for the 2021-2022 school year. Based on enrollment estimated at \$32,519.60 (Attachment)  
Motion: Ulmer Second: Mathers  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

- **Personnel**

P-1 Approval of the following addition to the Extracurricular Activity position for the 2021-2022 school year.

<u>Employee</u>	<u>Position</u>	<u>Stipend</u>	<u>Replacement for:</u>
Nicole Hoinoski	Art Chairperson	\$234.00	Debra Taylor

Motion: Mathers Second: Snell  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

P-2 Approval of the following additions/changes to the coaching staff for the 2021-2022 school year:

<u>Coach</u>	<u>Sport</u>	<u>Position</u>	<u>Stipend</u>	<u>Replacement for:</u>
Jessica Reich	Cheerleading	Volunteer	N/A	NA
Alivia Boroch	Cheerleading	Jr High Coach	\$2,300	Jessica Reich

Motion: Mathers Second: Beery  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

P-3 Approval of the following addition to the Business Office

<u>Employee</u>	<u>Position</u>	<u>Rate of Pay</u>	<u>Effective</u>	<u>Replacement for:</u>
Kristy Seese	Business Office Specialist	\$35,000 pro rate	April 13, 2022	Darren Tull

Motion: Ulmer Second:  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

P-4 Approval of the following retirement from a member of the Support Staff

<u>Employee</u>	<u>Position</u>	<u>Years of Service</u>	<u>Effective</u>
Martha Diaz	Paraprofessional	24 Years	June 9, 2022

Motion: Ulmer Second: Snell  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

P-5 Approval of the following addition to the Substitute Teacher list, effective May 1, 2022:

<u>Employee</u>	<u>Certification</u>
Samantha Caseman	Emergency Certification K-12

Motion: Beery Second: Shimmel  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

P-6 Approval of the following leave of absence from a member of the Professional Staff:

<u>Employee</u>	<u>Position</u>
101342	May 31, 2022 to September 30, 2022

Motion: Snell Second: Beery  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

P-7 Approval of the following addition to the Support Staff:

<u>Employee</u>	<u>Position</u>	<u>Rate of Pay</u>	<u>Effective</u>	<u>Replacement for:</u>
Candi Leisenring	Paraprofessional	\$12.50/hour 5.5 hours per day	April 19, 2022	Kim Rockwell

Motion: Snell Second: Ulmer  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

- **Transportation**

T-1 Approval of Promiseland Bussing rates in the amount of \$2,936.20 and \$3,048.41 for March 2022.  
(Attachment)

Motion: Snell Second: Badger  
Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
No: None  
Absent: Albert  
Result: **Motion Carried**

BG-1 Approval of the following change order: (Attachment)

Company	Change Order #	Reason	Amount:
Weatherproofing Technologies, Inc	1	Contract Deduct to change the Coverboard to ¼" Tremboard AC due to nationwide material availability issues with Densdeck coverboard	-\$3,277.27

Weatherproofing Technologies, Inc	2	Contract Deduct to remove the gutter and downspout replacement from the line item proposal and the scope of work	-\$5,132.69
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Motion: Mathers Second: Snell  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

Mr. Snell asked how far along they are on the project.  
 Mr. Gnoffo said the job was completed today and will be cleaned up the following day.

• **Budget and Finance**

BF-1 Approval to transfer \$1,020,000 from the General Fund to the Capital Reserve Account.

Motion: Snell Second: Ulmer  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

Motion to extend

Motion: Snell Second: Ulmer  
 Yes: Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young  
 No: None  
 Absent: Albert  
 Result: **Motion Carried**

Other Reports

A. Committee Reports

- PSBA – Dr. Mathers has two pieces of legislation drafted and introduced. The first is a house bill to help public schools to provide for students' mental health needs. It is a grant the school could use with flexibility to cover a variety of different purposes. The second is a senate bill that would increase the amount that the state pays to the school districts, counties, and townships for the land they own as payment in lieu of tax.  
 Mrs. Smith – the current is approximately \$45,00 per year.

- Policy Committee – Dr. LeCrone met with Mrs. Bason and Mr. Taormina regarding policy 006- regarding items being presented to the Board outside of the agenda. Policies 122.1 and 123 were also discussed regarding drug and alcohol use and the consequences. One policy deals with extracurricular activities and the other athletics.  
Mr. Snell asked why policy 006 is being reviewed again.  
Dr. LeCrone said it was not officially approved and the Board will go over the policy line by line according to the state legislature and approve it.  
Dr. Berry said last year Dr. Matthers asked a question that was tabled and it now is being reviewed.
- IU Rep. – Dr. Berry stated nothing new, the meeting is next Wednesday.
- LCTC Rep. – Mr. Shimmel shared Criminal Justice students took first place in the state on a crime scene event.  
Mr. Snell asked if the same courses will be available next year.  
Mr. Shimmel answered no.
- Memorial Gardens – Mr. Ulmer there are brochures available with information on how to donate to the \$200,00 goal.  
Mrs. Smith stated a deposit of \$16,000 was made to the fund.  
Dr. Mathers asked if any business is willing to match donations.  
Mr. Ulmer stated an anonymous donner is willing to donate as long as the project goes through.  
Mrs. Smith added the fund is not eligible for Raise the Region due to Montoursville Area School District owning the land the gardens are on.
- Budget – Mr. Ulmer thanked Mrs. Smith for all the work and looks forward to the deficit being reduced and the tax increase being lowered.
- Buildings and Ground – none
- Montoursville Foundation – Mr. Ulmer reported the Montoursville Foundation has \$24,000 available funds.
- Extra-Curricular Activities – none

Public Comment

None

ADJOURNMENT OF THE REGULAR MEETING 9:05 PM

Motion: Dale                      Second: Dave  
Voice Vote: all

David Shimmel, President

Brandy N. Smith, Board Secretary



## Inter-Governmental Agreement for shared Special Education Services

This AGREEMENT is made this First day of July 2022 between **Montoursville Area School District Area School District, Montoursville, PA, and BLaST, Intermediate Unit #17, of Williamsport, Pennsylvania, and Canton, Pennsylvania ("IU")**. In consideration of the promises and covenants contained in this Agreement and intending to be legally bound, the parties agree as follows:

### RESPONSIBILITIES OF THE IU

During the 2022-2023 school year, the IU shall provide and operate the programs and services enumerated in "Appendix A" attached hereto. For purposes of this agreement, the phrase "programs and services" shall mean the following:

- a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date.
- b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement and other duties as described in the supervisor job description attached to this contract (Appendix B).
- c. Administrative and clerical support services from departments or programs within the IU other than the Special Education Department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.
- d. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. s 1-111.

The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the IU. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance, actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service

enumerated in or added to Appendix A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with Paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into Appendix A and shall thereby be incorporated into this Agreement.

Reconciliations – Immediately upon the cost of the term of this Agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual costs that it incurred in the implementation of this Agreement. The cost calculations shall be made by taking the total costs incurred in providing a particular program or service and dividing it by the total number of days or hours of service provided, then multiplying the resultant daily or hourly cost times the number of days or hours of use by the District. On or before November 1, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this Agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District according to the process described in Section D.

For those programs or services provided to local school districts, the IU shall follow the school calendar and schedule adopted by the District in which the service(s) is/are provided.

### **RESPONSIBILITY OF THE DISTRICT**

On or before April 1, the District shall identify those programs and services that the District wishes the IU to provide in accordance with this agreement.

The District shall pay the IU according to the schedule contained in Section D.

The District shall assure the following for programs or services included in this contract:

- a. Furnished classrooms and other space comparable in size and consideration to classrooms with the District to which non-exceptional students are typically assigned and which are located in reasonable proximity to the regular ebb and flow of building activities, unless the identified needs of the students assigned to the program or service require otherwise.

Allocation of classrooms and other instructional space is the responsibility of the various school districts participating in this Agreement. Fair-share of space and/or compensation for their equal share is the responsibility of the participating school districts. Fair share allocations shall be determined no later than August 1, and not changed thereafter without written consent of all districts participating in this Agreement.

- b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.
- c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to

Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1998.

- d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.
- e. The same regular education support and ancillary services as provided to non-exceptional students.
- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.
- g. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party.

**COORDINATED RESPONSIBILITIES**

The District shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDE’s and IEP planning conferences. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in this agreement. The District shall adhere to all recommendations of the IEP team that require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in this agreement.

**PAYMENT SCHEDULE**

The District agrees to pay the IU a total of \$924,374.09 for the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

1.	August 31, 2022	20%	\$184,874.82
2.	October 31, 2022	20%	\$184,874.82
3.	December 30, 2022	20%	\$184,874.82
4.	February 28, 2023	20%	\$184,874.82
5.	April 28, 2023	20%	\$184,874.82

Final reconciliation of actual costs shall be made on or before November 1 of the following year and subsequent billing if necessary.



## LIABILITY

The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this Agreement. The IU shall maintain sufficient liability insurance for this purpose.

The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose.

None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the district against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the IU under the terms of this Agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

This Agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this Agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.

This Agreement constitutes the entire Agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous Agreements and understanding, written or oral on this subject. Any modification to this Agreement shall be in writing executed by the legal representatives of the parties.

While it is the intent of both parties to honor the provision of this Agreement, both reserve the right to terminate the Agreement due to any unforeseen actions by non-contract parties such as the Pennsylvania Department of Education. Such termination shall be effected in a manner that maintains the rights of students, parents and IU employees.

BLaST Intermediate Unit #17

BY: Sara McNeill ATTEST: Alma Roper

Montoursville Area School District Area School District

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_