



**CENTRAL VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION
JUNE 18, 2020 – 12:00 PM
Remote Online Meeting**

Notice: This is the regular meeting of the Central Valley School Board which is being held in accordance with the May 13, 2020 meeting notice as published in the Times. The public will be able to listen and view this meeting via live stream. Public comment which was submitted by email by 9:00 A.M. on June 18, 2020 will be read by the board secretary at the beginning of this meeting. After the reading of comments, the board will consider the agenda as published on the district website. The Chairperson will read each of the agenda items and after Board discussion is closed a vote will be taken on that item. Silence will be considered a yes vote. Thank you for your understanding on the necessity to have virtual Board Meetings in order to continue the operation of the District but we must follow this procedure during these difficult times.

Work/Voting Session Agenda

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

_____ Mr. Ambrose
_____ Ms. Belcastro
_____ Mr. Bloom
_____ Mr. King
_____ Mr. Mowad

_____ Mr. O'Neill
_____ Mr. Ross
_____ Dr. Unis
_____ Mr. Zaritski

ROUTINE ITEMS

III. EXECUTIVE SESSION

An Executive Session of the School Board was conducted remotely on June 15, 2020 at 9:00 a.m. to discuss personnel matters and to receive information.

IV. MINUTES

1. To approve the Combined Work/Voting Session Minutes from the May 21, 2020.
Attachment A

Action required on item 1:

Motion by Second by
Motion:

TREASURER’S REPORT – Mr. King, Treasurer

BUSINESS ITEMS

1. The following bills and reports are submitted for approval:
 - A. PAY BILLS --
 1. Confirm the May 2020 General Fund Payments in the amount of \$907,912.36.
Attachment B
 2. Confirm the May 2020 Cafeteria Fund Payments in the amount of \$23,459.79.
Attachment C
 3. Confirm the May 2020 Construction Payments in the amount of \$196,718.28.
Attachment D
 - B. REPORT --
 1. To approve the May 2020 Berkheimer Report. **Attachment E**

Action required on item 1:

Motion by Second by
Motion:

V. PUBLIC COMMENTS ON AGENDA ITEMS OR ANY OTHER ITEM (Public comments were received online and will be read by the Board Secretary)

AGENDA ITEMS

A. BOARD/POLICY ITEMS – Mr. Zaritski, Chairperson

1. To approve the appointment of Mr. Tom King as Treasurer of the Central Valley School Board for a term of one (1) year: July 1, 2020 through June 30, 2021 in accordance with Sections 404 and 438 of the Pennsylvania School Code with a yearly stipend of \$250.00.
2. To approve permanent Professional Employee Contracts for the following employees in recognition of attainment of tenure status: Anne Drake and Courtney Mottes.

Action required on items 1 & 2:

Motion by Second by
Motion:

B. NEGOTIATION ITEMS – Mr. King, Chairperson

C. EDUCATION ITEMS – Ms. Belcastro, Chairperson

1. To approve an agreement with Interim HealthCare of Pittsburgh, Inc. to provided Skilled nursing services for supplemental nursing staff in Central Valley School Buildings, fieldtrips and additional services upon request of the District at a rate of \$50 per hour; terms and conditions according to Agreement. **Attachment F**

2. To approve/confirm the released time/staff development requests:

| Conference – Location | Individual | Date |
|---|-------------|--|
| PA Inspired Leadership Program, various Intermediate Unit locations | Kayse Hicks | 7/7/2020 – 12/15/2020 (various dates) |
| | | |

3. To approve a Memorandum of Understanding with the Private Industry Council of Westmoreland/Fayette, Inc. to operate the Pre-K Counts Program effective August 1, 2020 through June 30 2021. **Attachment G**

4. To approve an Outreach Services Contract Agreement with the Western Pennsylvania School for Blind Children at a cost of \$98.00/per hour, subject to terms of the Agreement beginning August 31, 2020 through June 10, 2021. **Attachment H**

5. To approve a Memorandum of Understanding with Psychology and Learning Center and Central Valley School District to provide school-based mental health services for the 2020-2021 school year pending approval by the solicitor. **Attachment I**

6. To approve Resolution 2019-15 approving a Flexible Instruction Day Plan as proposed by the Administration. **Attachment J**

Action required on items 1 – 6:

Motion by Second by
 Motion:

D. TECHNOLOGY – Dr. Unis, Chairperson

E. ATHLETICS – Mr. O’Neill, Chairperson

1. To approve the following Fall Coaching Staffs and stipends pending receipt, review and acceptance of all clearances:

Boys’ Soccer

| | | |
|----------------|--------------------------|------------|
| Bradlee Humble | Head Varsity Coach | \$3,605.00 |
| Jared Harden | Assistant Coach | \$1,442.00 |
| Ruel Roberts | Middle School Head Coach | \$1,000.00 |
| Steve Brenner | Volunteer HS Assistant | \$0 |
| Luke Baldwin | Volunteer MS Assistant | \$0 |

Girls’ Soccer

| | | |
|-----------------|--------------------------|------------|
| William Pfeifer | Head Varsity Coach | \$3,500.00 |
| TBD | Assistant Coach | \$1,400.00 |
| Brittany Feher | Middle School Head Coach | \$1,030.00 |
| Steve Leech | Volunteer Assistant MS | \$0 |
| TBD | Volunteer Assistant HS | \$0 |

Girls’ Volleyball

| | | |
|-------------------|----------------------|------------|
| Candace Glumac | Head Varsity Coach | \$3,500.00 |
| Justin Rubb | JV Coach / Assistant | \$1,100.00 |
| Haley Dzumba-Rubb | Volunteer Assistant | \$0 |
| Michael Glumac | Volunteer Assistant | \$0 |

Girls’ Tennis

| | | |
|---------------|----------------------|------------|
| Tim Casey | Head Varsity Coach | \$2,952.00 |
| Roxanne Delon | JV Coach / Assistant | \$1,379.00 |
| Duane Hardek | Volunteer Assistant | \$0 |

Cheerleading

| | | |
|-------------------|-------------------------|------------|
| Heather Semovoski | Head Varsity Coach | \$3,713.00 |
| Stephanie Cruz | Assistant Varsity Coach | \$1,061.00 |
| Brandy Miller | MS / JV Coach | \$955.00 |

Girls’ Golf

| | | |
|--------------|--------------------|------------|
| Craig Morris | Head Varsity Coach | \$3,105.00 |
| David Bell | Assistant Coach | \$1,448.00 |

Boys’ Golf

| | | |
|--------------|--------------------|------------|
| Craig Morris | Head Varsity Coach | \$3,197.00 |
| David Bell | Assistant Coach | \$1,492.00 |

Cross Country

| | | |
|--------------|--------------------|------------|
| William King | Head Varsity Coach | \$4,637.00 |
| Amy Young | Assistant Coach | \$1,042.00 |

Varsity Football

| | | |
|-------------------|-----------------------|------------|
| Mark Lyons | Head Varsity Coach | \$9,157.00 |
| Larry DeVincentis | Offensive Coordinator | \$3,472.00 |
| Wayne Tatalovich | Defensive Coordinator | \$3,029.00 |
| Zach Turley | Assistant Coach | \$2,673.00 |
| Tony Reda | Assistant Coach | \$2,673.00 |
| Scott Slater | Assistant Coach | \$2,228.00 |
| Skyler Cron | Assistant Coach | \$2,228.00 |
| Tyrone Dixon | Assistant Coach | \$2,163.00 |
| John Barr | Quality Control | \$1,379.00 |
| James Kasil | Volunteer Assistant | \$0 |
| TBD | Volunteer Assistant | \$0 |

7th / 8th Grade Football

| | | |
|--------------------|---------------------------|------------|
| David Kramer | Head MS Coach | \$2,610.00 |
| Cecil Brazos | Assistant Coach | \$1,202.00 |
| Craig Musgrave | Assistant Coach | \$1,133.00 |
| Gene St. Clair | Volunteer Assistant Coach | \$0 |
| Michael Bendekovic | Volunteer Assistant Coach | \$0 |
| Preston Cron | Volunteer Assistant Coach | \$0 |

MS Girls' Basketball

| | | |
|--------------------|---------------------------|------------|
| TBD | Head 7th Grade Coach | \$1,000.00 |
| Samantha Giannetti | Head 8th Grade Coach | \$1,061.00 |
| Mark Miller | Volunteer Assistant Coach | \$0 |

2. To approve an Athletic Health and Safety Plan for the phased return to youth athletics.

Action required on items 1&2:

| | |
|-----------|-----------|
| Motion by | Second by |
| Motion | |

F. EXTRA CURRICULAR ACTIVITIES – Mr. Ross, Chairperson

G. BUILDINGS AND GROUNDS – Mr. Mowad, Chairperson

1. To approve/confirm the following Building Usage requests pending final approval from the Superintendent regarding COVID-19 regulations.

| Building | Organization | Date | Purpose |
|-------------------|---------------------|---------------------------|---------------------|
| HS Baseball Field | Colt Baseball | 6/12/2020 – 08/14/2020 | Practices and Games |
| TL Field | CV Lil Warriors | 7/1/2020- 11/1/2020 | Practices and Games |

Action required on item 1:

Motion by Second by
Motion:

H. PERSONNEL ITEMS – Mr. Bloom, Chairperson

1. To approve the retirement of John Cornelius, High School Teacher, effective June 16, 2020.
Attachment K
2. To approve the following personnel for Extended School Year (ESY) pending receipt, review and acceptance of all clearances:

Teachers

Elisa McAlister \$20/hr.
Chelsea Costello \$20/hr.
Elyse King \$20/hr.

Paraprofessional -to be paid their hourly rate

Stacy Konyak
Erika Morris
Tracey Turkovich

3. To approve the following personnel for band positions pending receipt, review and acceptance of all clearances:

Supplemental Band

| | | |
|---------------------------|-------------------------------|---------|
| Wendy Lewis | HS Band Director | \$5,797 |
| Tori D'Angelo | Assistant Director | \$1,971 |
| Jessica Patterson-Galayda | Assistant Director | \$1,804 |
| Amanda Poleti | Color Guard/Majorette Sponsor | \$1,913 |
| Wendy Lewis | MS Band Director | \$1,100 |

Summer Positions

| | | |
|--------------------|---------------------|-------|
| Austin Petrella | Summer Instructor A | \$400 |
| Samantha Lash | Summer Instructor A | \$437 |
| Emily Dingfelder | Summer Instructor B | \$112 |
| Faye Maccaliga | Summer Instructor B | \$106 |
| Casey Reinstadtler | Summer Instructor B | \$100 |
| Joey Caponera | Summer Instructor B | \$106 |
| Corinne Castronovo | Summer Instructor B | \$100 |
| Natalie Manning | Volunteer | \$0 |
| TBD | | |

4. To approve the following summer workers at a rate of \$10/per hour, pending receipt, review and acceptance of all clearances:

Larry DeVincentis
John Barr
Kim Weber
Jan Belich
Rob Cain

Action required on items 1 – 4:

Motion by Second by
Motion:

I. FINANCE ITEMS – Mr. Ambrose, Chairperson

1. To approve the adoption of the Final General Budget for the 2020/2021 school year, this includes revenues of \$38,476,367 and expenditures of \$38,422,069.
2. To approve the following supporting taxes/Resolutions for the 2020/2021 school year:

| | |
|----------------------|---|
| Real Estate | 61.98 mills (3.3% increase or 1.98 mills) |
| Local Services Tax | \$5.00 per person |
| Earned Income (wage) | 1.0% - effective rate .5% |
| Mercantile Retail | .75 |
| Mercantile Wholesale | .5 |
| Real Estate Transfer | 1.0% - effective rate .5% |

3. To approve the appointment of the following as a depositories for District funds:
 - a. Cafeteria Fund WesBanco
 - b. Student Activities Fund Central Valley High School – WesBanco
Central Valley Middle School – WesBanco
Todd Lane – WesBanco
Center Grange Primary – WesBanco
 - c. Capital Reserve Fund Invest**
 - d. Payroll Account PNC and PSDLAF*
 - e. General Fund PNC, WesBanco, PSDLAF*, and Invest**
 - f. Mercantile Fund WesBanco
 - g. Credit Union of CVSD Freedom United Federal Credit Union

**Pennsylvania School District Liquid Asset Fund*
***Pennsylvania Treasury’s Investment Program for Local Government*
4. To approve Resolution 2020-01, Authorizing Homestead and Farmstead Exclusion real estate tax assessment reductions beginning July 1, 2020 under the provision of the Homestead Property Exclusion Program Act and the Taxpayer Relief Act.
5. To approve the following insurance coverage policies provided through Jack L. Bonus Insurance effective July 1, 2020.

| <u>Company</u> | <u>Coverage</u> | <u>Premium</u> |
|----------------|---|----------------|
| Utica National | Commercial Package Business Auto Umbrella | \$107,232 |

6. To approve the premium of \$132,352 for Workers’ Compensation Insurance Coverage with Housing Redevelopment Insurance Exchange effective July 1, 2020.

Action required on items 1-6:

Motion by Second by
 Motion:

J. SUPERINTENDENT’S ITEMS/COMMENTS

K. BOARD MEMBERS’ COMMENTS

ADJOURNMENT

1. To adjourn the meeting.

Action required on item 1:

Motion by Second by
Motion:



**CENTRAL VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION
MAY 21, 2020 – 12:00 PM
Remote Online Meeting**

Notice: This is the regular meeting of the Central Valley School Board which is being held in accordance with the May 13, 2020 meeting notice as published in the Times. The public will be able to listen and view this meeting via live stream. Public comment which was submitted by email by 9:00 A.M. on May 21, 2020 will be read by the board secretary at the beginning of this meeting. After the reading of comments, the board will consider the agenda as published on the district website. The Chairperson will read each of the agenda items and after Board discussion is closed a vote will be taken on that item. Silence will be considered a yes vote. Thank you for your understanding on the necessity to have virtual Board Meetings in order to continue the operation of the District but we must follow this procedure during these difficult times.

Work/Voting Session Minutes

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

| | |
|------------------------|-----------------------|
| <u>X*</u> Mr. Ambrose | <u>X</u> Mr. O'Neill |
| <u>X</u> Ms. Belcastro | <u>X</u> Mr. Ross |
| <u>X</u> Mr. Bloom | <u>Ab</u> Dr. Unis |
| <u>X</u> Mr. King | <u>X</u> Mr. Zaritski |
| <u>X</u> Mr. Mowad | |

*Entered meeting at 12:05 p.m.

**Also Present: Dr. Perry, Mr. Maly, Mr. Maiello, Mr. Halsey,
Mr. Eimiller, & Mrs. Kearns

ROUTINE ITEMS

III. EXECUTIVE SESSION

An Executive Session of the School Board was conducted remotely on May 7, 2020 at 10:00 a.m. and May 21, 2020 at 11:00 a.m. to discuss personnel matters and to receive information.

IV. MINUTES

1. To approve the Combined Work/Voting Session Minutes from the April 16, 2020.
Attachment A

Action required on item 1:

Motion by Mr. Ross Second by Mr. King
Motion: Carried 8 Yes, 0 No

TREASURER'S REPORT – Mr. King, Treasurer

BUSINESS ITEMS

1. The following bills and reports are submitted for approval:
 - A. PAY BILLS --
 1. Confirm the April 2020 General Fund Payments in the amount of \$2,050,262.30.
Attachment B
 2. Confirm the April 2020 Cafeteria Fund Payments in the amount of \$32,213.39.
Attachment C
 3. Confirm the April 2020 Construction Payment in the amount of \$77,169.86.
Attachment D
 - B. REPORT --
 1. To approve the April 2020 Berkheimer Report. **Attachment E**

Action required on item 1:

Motion by Mr. King Second by Mr. Ross
Motion: Carried 9 Yes, 0 No

V. PUBLIC COMMENTS ON AGENDA ITEMS OR ANY OTHER ITEM (Public comments were received online and will be read by the Board Secretary)

- There were no public comments

AGENDA ITEMS

A. BOARD/POLICY ITEMS – Mr. Zaritski, Chairperson

1. To approve an Agreement with White Realty Advisors to provide appraisal support for tax reassessment appeal.

Action required on item 1:

Motion by Ms. Belcastro
Motion: Carried 9 Yes, 0 No

Second by Mr. Ross

B. NEGOTIATION ITEMS – Mr. King, Chairperson

C. EDUCATION ITEMS – Ms. Belcastro, Chairperson

1. To approve the projected 2020 Graduation List for the Central Valley High School.
Attachment F
2. To approve MRS Physical Therapy to provide physical therapy to the District for special needs students for the 2020-2021 academic year, including extended school year for summer 2021 at a cost of \$60 per session/hour. (no increase over last year) **Attachment G**
3. To approve AOT, Inc. to provide occupational, physical and speech therapy for students of the District, choosing Option #3 – multi-year option from August 15, 2020 – August 14, 2023.
Attachment H
4. To approve a one-year lease Agreement from July 1, 2020 through June 30, 2021 with the Beaver Valley Intermediate Unit to provide classrooms and office spaces for the purpose of Early Intervention programs, cost and details per agreement, pending approval of the solicitor.

Action required on items 1-4:

Motion by Ms. Belcastro
Motion: Carried 9 Yes, 0 No

Second by Mr. Bloom

D. TECHNOLOGY – Dr. Unis, Chairperson

E. ATHLETICS – Mr. O’Neill, Chairperson

1. To approve William Pfeifer as Girls’ Head Soccer Coach for the 2020 school year at a stipend of \$3500.00 pending receipt, review and acceptance of all clearances.
2. To approve Candace Glumac as Head Girls’ Varsity Volleyball coach for the 2020 season at a stipend of \$3,500 pending receipt, review and acceptance of all clearances.
3. To approve Medic Rescue to provide emergency medical transportation during the 2020-2021 school year for the Central Valley School District per Agreement at an annual fee of \$3,400.00.

Attachment I

4. To approve the following summer conditioning programs beginning July 1, 2020 through August 14, 2020 at a stipend of \$10 an hour not to exceed 60 total hours:

- | | |
|----------------------|-------------------|
| a. Boys’ Basketball | Brandon Ambrose |
| b. Girls’ Basketball | Chris Raso |
| c. Cross Country | Bill King |
| d. Football | Mark Lyons |
| e. Boys’ Soccer | Brad Humble |
| f. Girls’ Soccer | William Pfeifer |
| g. Girls’ Volleyball | Candace Glumac |
| h. Cheerleading | Heather Semovoski |
| i. Girls’ Tennis | Tim Casey |

Action required on items 1-4:

Motion by Mr. O’Neill Second by Mr. King
Motion Carried, 9 Yes, 0 No

F. EXTRA CURRICULAR ACTIVITIES – Mr. Ross, Chairperson

G. BUILDINGS AND GROUNDS – Mr. Mowad, Chairperson

H. PERSONNEL ITEMS – Mr. Bloom, Chairperson

1. To approve a FMLA request for an elementary school teacher from September 8, 2020 through January 22, 2021.
2. To approve the resignation of Brianna Vincenti, paraprofessional, effective June 5, 2020.

Action required on items 1 & 2:

Motion by Mr. Bloom Second by Mr. O'Neill
Motion: Carried, 9 Yes, 0 No

I. FINANCE ITEMS – Mr. Ambrose, Chairperson

1. To approve to exonerate Berkheimer from collection of unpaid 2019 Center Real Estate Taxes in the amount of \$475,988.21 and penalty of \$23,948.59; Victoria Leininger from collection of unpaid 2019 Potter Real Estate Taxes in the amount of \$21,039.00 and penalty of \$1,051.96; and Virginia DiBacco from collection of unpaid 2019 Monaca Real Estate Taxes in the amount of \$226,908.80 and penalty of \$11,400.50. The unpaid 2019 Real Estate Taxes have been filed with the Beaver County Tax Claim Bureau of Collection.
2. To approve the following Highmark Health Insurance monthly renewal rates for the 2020-2021 school year: (Reflects 5.5% increase)

| | |
|--------------|---------|
| Single | \$693 |
| Husband/Wife | \$1,769 |
| Parent/Child | \$1,888 |
| Family | \$1,936 |

3. To approve a one year renewal with Guardian Dental for the 2020-2021 school year, monthly rates are as follows: (No increase)

| | | | |
|--------------|---------|--------------|---------|
| Single | \$36.16 | Husband/Wife | \$64.61 |
| Parent/Child | \$62.85 | Family | \$99.55 |

4. To approve Resolution CV-13, the 2020-2021 Beaver County Career & Technology Center's General Fund Budget of \$6,316,214.00.
5. To approve Resolution CV-14 for the issuance of a Tax and Revenue Anticipation Draw Down Note, Series 2020-2021 in the amount of \$5,465,050.
6. To approve the adoption of the Preliminary/Proposed Final General Fund Budget for the 2020-2021 school year, this includes revenues of \$38,587,630 and expenditures of \$38,422,069. The School Code mandates final adoption of this budget after thirty (30) days following tentative adoption and the budget to be available for public review of twenty (20) days prior to final adoption. The Budget reflects a 1.98 millage tax increase.

Action required on items 1-6:

Motion by Mr. Bloom
Motion: Carried 9 Yes, 0 No

Second by Mr. Ambrose

J. SUPERINTENDENT'S ITEMS/COMMENTS

- Dr. Perry announced Friday, June 5, 2020 will be a virtual commencement.
- He thanked everyone involved in making all the awards, athletics, etc. as normal as possible.
- Dr. Perry address school in the Fall. He indicated that CV will follow the Governor, Sec. of Ed., and CDC recommendations; however, he expects school to open in the fall. He asks the school community to continue being patient and whatever happens, know that the District will do the very best they can for students and staff.

K. BOARD MEMBERS' COMMENTS

- General comments from Board members regarding how nice the awards assembly was from Ms. Belcastro, Mr. Bloom commended Dr. Perry, Administration and staff for providing some sort of normalcy, others echoed these comments.

ADJOURNMENT

1. To adjourn the meeting.

Action required on item 1:

Motion by Mr. Ross Second by Ms. Belcastro
Motion: Carried 9 Yes, 0 No

Fund Accounting Check Summary

MAX - From 05/01/2020 To 05/31/2020

facksmc

| Check # | Vendor Name | Description Of Purchase | Description Of Purchase | Check Amount |
|----------|--|------------------------------------|----------------------------------|--------------|
| 00033720 | ACHIEVEMENT HOUSE CYBER CHARTER SCHOOL | MAY 1-REG..... | | 934.05 |
| 00033721 | AGORA CYBER CHARTER SCHOOL | MAY 1-REG/2-SE..... | | 4,389.33 |
| 00033690 | ALAM'S HOME & HARDWARE | MS APRIL..... | | 29.58 |
| 00033722 | ALAM'S HOME & HARDWARE | MARCH HS..... | | 117.32 |
| 00033691 | AOT, INC | APRIL ELEM..... | APRIL MS/HS..... | 8,125.50 |
| 00033660 | APPLIED PEST MANAGEMENT | HS..... | | 580.00 |
| 00033724 | APPROVED TOILET RENTALS, INC. | 05/07-06/03 HS..... | 05/07-06/03 MS..... | 604.00 |
| 00033661 | AT&T | MS LONG DISTANCE..... | | 47.95 |
| 00033725 | BACK ON TRACK | #10 EAP..... | | 645.00 |
| 00033727 | BEAVER COUNTY CAREER & TECHNOLOGY CENTER | 19-20 4TH PYMT (47-STUDENTS)..... | | 83,728.41 |
| 00033726 | BCRC | APRIL JB..... | | 280.00 |
| 00033728 | BEAVER NEWSPAPERS, INC | GIRLS HEAD VARSITY VB COACH..... | | 368.90 |
| 00033729 | BERKHEIMER, INC. | CENTER INTERIM TAX BILLS (2)..... | | 5.50 |
| 00033730 | BRIGHTON MUSIC CENTER | REPAIR YAMAHA PICCOLO..... | | 72.00 |
| 00033692 | BROADWAY COSTUMES | MUSICAL COSTUMES BYE BYE BIRDIE... | | 1,388.00 |
| 00033662 | BSN SPORTS, LLC | TRACK BLACK THERM LONG SLV..... | TRACK NAVY SHORTS..... | 859.53 |
| 00033663 | BUTLER GAS PRODUCTS | APRIL TL NURSE..... | | 36.00 |
| 00033693 | BVIU - FIBERWAN | 4Q FIBERWAN..... | | 2,786.59 |
| 00033731 | BVIU - NPS/TITLE I | TITLE 1 FATIMA 10-STUDENTS..... | | 10,448.00 |
| 00033732 | CANON FINANCIAL SERVICES | JUNE CONTRACT..... | | 7,987.00 |
| 00033695 | CASTLE MAINTENANCE PRODUCTS | TL SUPPLIES..... | | 6,413.29 |
| 00033733 | CASTLE MAINTENANCE PRODUCTS | TL SUPPLIES..... | TL CLEANMAX VACUUM..... | 3,498.11 |
| 00033664 | CENTER 4 STORAGE | MAY FEE..... | | 90.00 |
| 00033666 | CM REGENT, LLC | MAY LIFE..... | MAY LIFE JS..... | 1,694.68 |
| 00033696 | COMBUSTION SERVICES | LABOR REFRIGE LEAK REPAIRS..... | LABOR COOLING TOWER REPAIRS..... | 3,587.02 |
| 00033735 | COMBUSTION SERVICES | CG BOILER EQUIP PREV MAINT..... | TL BOILER EQUIP PREV MAINT..... | 1,787.96 |
| 00033697 | COMCAST | 05/08-06/07 TL..... | | 337.89 |
| 00033736 | COMCAST | 05/18-06/17 HS..... | | 537.96 |
| 00033698 | COMCAST BUSINESS | MAY PHONES..... | | 859.81 |
| 00033737 | COMMONWEALTH CHARTER ACADEMY | DEC-MAY 2-REG..... | | 11,208.53 |
| 00033738 | CRABTREE LAWN FERTILIZATION | FERT/PRE-EMERG BASEBALL FLD..... | FERT/PRE-EMERG SOFTBALL FLD..... | 710.00 |
| 00033667 | CROWN BENEFITS | MAY MEDICAL..... | MAY MEDICAL JS..... | 285,480.00 |
| 00033739 | CROWN BENEFITS ADMINISTRATION | APRIL COBRA FEES..... | | 184.00 |
| 00033699 | CRYSTAL SPRINGS | JUNE TL NURSE..... | | 18.95 |

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Fund Accounting Check Summary

MAX - From 05/01/2020 To 05/31/2020

facksmc

| Check # | Vendor Name | Description Of Purchase | Description Of Purchase | Check Amount |
|----------|--|-----------------------------------|--------------------------------|--------------|
| 00033734 | CENTRAL SUSQUEHANNA INTERMEDIATE UNIT | JMARTIN REV/REC SUPPORT 4/9..... | | 72.75 |
| 00033668 | CTW & SA | 03/11-04/10 HS..... | 03/11-04/10 CG..... | 1,651.22 |
| 00033700 | CUMMINS BRIDGEWAY, LLC | LABOR BAD SENSOR..... | | 880.40 |
| 00033665 | CENTRAL VALLEY SCHOOL DISTRICT | FBLA S/A REFUND SLC LODGING..... | | 1,110.00 |
| 00033740 | DIRECT ENERGY BUSINESS | APRIL MS..... | APRIL CG..... | 1,686.02 |
| 00033702 | DUQUESNE LIGHT COMPANY | 04/04-05/04 HS..... | 04/01-05/03 TL..... | 11,841.54 |
| 00033741 | DUQUESNE LIGHT COMPANY | 04/05-05/05 CG..... | 04/11-05/10 BAKER RD EXT..... | 6,199.16 |
| 00033703 | FACILITIES MANAGEMENT SYSTEMS, INC. | MAY MAINT MANAGER..... | | 9,327.17 |
| 00033742 | FIT OPTIMIZED SOLUTIONS | LABOR HS HOST COMPUTER..... | | 906.40 |
| 00033701 | DR. STEPHEN HAGBERG, MD | APRIL 7-CERTS..... | MARCH 1-CERT..... | 80.00 |
| 00033669 | HARTFORD PRIORITY ACCOUNTS | MAY ACCIDENT..... | | 323.91 |
| 00033704 | HEARN PAPER COMPANY | CG FACE MASKS..... | TL FACE MASKS..... | 1,425.00 |
| 00033705 | HOFFMAN FENCE | REPAIR TL FENCE FROM VEHICLE..... | | 975.00 |
| 00033743 | INSIGHT PA CYBER CHARTER SCHOOL | MAY 1-REG..... | | 934.04 |
| 00033670 | JAMIE'S PHYSICAL THERAPY & SPORTS MEDICINE | MS TRAINER SPRING PYMT..... | | 5,000.00 |
| 00033671 | JESSICA PATTERSON | ASST BAND DIRECTOR (2 OF 2)..... | | 875.50 |
| 00033744 | JOHNSON PLASTICS | MATT REESE TECH ED..... | | 137.89 |
| 00033745 | JOSTENS | 2020 GRAD CAP/GOWNS/TASSELS..... | | 983.90 |
| 00033672 | KELLY SERVICES, INC. | SUBS WEEK ENDING 04/19/20..... | SUBS WEEK ENDING 04/26/20..... | 8,736.00 |
| 00033746 | KELLY SERVICES, INC. | SUBS WEEK ENDING 05/10/20..... | SUBS WEEK ENDING 05/03/20..... | 8,736.00 |
| 00033683 | THOMAS KING | 19-20 TREASURER STIPEND..... | | 250.00 |
| 00033747 | LEADER SERVICES | APRIL SVCS..... | | 183.85 |
| 00033673 | LINCOLN PARK PERFORMING ARTS CHARTER SCHOOL | APRIL 36-REG/5-SE..... | | 42,263.79 |
| 00033707 | LOWE'S BUSINESS ACCOUNT | SHEET SANDER/XR BAIT..... | ROOFING NAILS..... | 399.92 |
| 00033748 | MAIELLO, BRUNGO & MAIELLO, LLP | APRIL PROF SVCS..... | MAY RETAINER..... | 7,876.50 |
| 00033708 | MCCREARY LAWNCARE & LANDSCAPE | APRIL SVCS..... | | 1,219.00 |
| 00033749 | MRS PHYSICAL THERAPY | APRIL SVCS..... | | 2,799.00 |
| 00033723 | AMERICAN OUTDOOR POWER EQUIPMENT | MASPORT 21 FT SELF PROPELLED..... | | 445.00 |
| 00033709 | PA CYBER CHARTER SCHOOL | MAY 16-REG/13-SE..... | | 37,404.02 |

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

Fund Accounting Check Summary

MAX - From 05/01/2020 To 05/31/2020

facksmc

| Check # | Vendor Name | Description Of Purchase | Description Of Purchase | Check Amount |
|------------------------|--------------------------------------|-----------------------------------|-----------------------------------|--------------|
| 00033750 | PA PRINCIPALS ASSOCIATION | 19-20 DUES VUKOVCAN..... | | 595.00 |
| 00033710 | PA LEADERSHIP CHARTER SCHOOL | MAY 2-REG/2-SE..... | | 5,323.37 |
| 00033751 | PEOPLES GAS | APRIL HS..... | APRIL TL..... | 5,615.41 |
| 00033711 | PESTCO PROFESSIONAL SERVICES, LLC | AIR FRESHENERS..... | | 370.50 |
| 00033712 | PITTSBURGH POST GAZETTE | HEAD GIRLS VB COACH DIGITAL..... | HEAD GIRLS VB COACH PAPER AD..... | 1,249.72 |
| 00033713 | PREVENTION NETWORK | MAY CLASS ACAD..... | | 2,364.14 |
| 00033752 | PREVENTION NETWORK | APRIL CLASS ACAD..... | | 2,364.14 |
| 00033714 | PRO-ED INC | L.MILLER TEST BOOKS..... | | 440.00 |
| 00033715 | PURCHASE POWER | 04/16 POST-02/12-05/11 METER..... | | 2,056.00 |
| 00033674 | QUESTEQ | MAY ETM..... | | 21,731.42 |
| 00033716 | QUILL | GUIDANCE HP26X INK..... | | 116.79 |
| 00033675 | R.J. RHODES TRANSIT | APRIL REG CONTRACT SVC..... | MAR 16-31 REG CONTRACT SVC..... | 238,938.00 |
| 00033717 | SCOTT ELECTRIC | PARTS FOR HS TROPHY CASE..... | | 30.76 |
| 00033681 | SV ACADEMY OF CHOICE | SPRING CYBER SEATS/COURSES..... | | 9,340.00 |
| 00033678 | SHERWIN WILLIAMS | HS PAINT..... | | 107.84 |
| 00033706 | JOHNSON CONTROLS FIRE PROTECTION LP | REPAIR WIRE CONNECTIONS..... | | 813.75 |
| 00033679 | SPORTING GOODS, INC | SOFTBALL SUPPLIES..... | BASEBALL SUPPLIES..... | 5,706.00 |
| 00033677 | SECURITY SYSTEMS OF AMERICA | MAY ALARMS..... | | 119.85 |
| 00033680 | STAPLES CREDIT PLAN | B/O SUPPLIES..... | | 91.76 |
| 00033676 | RON SULLIVAN | MS/HS MOCK TRIAL (2 OF 2)..... | | 675.50 |
| 00033682 | T-MOBILE | 04/03-4/20 MOBILE INTERNET..... | | 699.75 |
| 00033753 | TRI-STATE WATERS | BO..... | CG NURSE..... | 46.00 |
| 00033684 | UGI ENERGY SERVICES, LLC | 03/11-04/09 HS..... | | 2,388.62 |
| 00033685 | UNIFIRST CORPORATION | UNIFORMS..... | | 215.94 |
| 00033718 | UNIFIRST CORPORATION | UNIFORMS..... | | 615.39 |
| 00033686 | VERIZON | 04/25-05/24 MS..... | | 38.66 |
| 00033687 | VICTORIA D'ANGELO | ASST BAND DIRECTOR (2 OF 2)..... | | 957.00 |
| 00033719 | VICTORIA'S EMBROIDERING | SWPBIS DRAWING PRIZES ZARILO..... | | 600.00 |
| 00033688 | VISION BENEFITS OF AMERICA | MAY VISION..... | | 2,328.75 |
| 00033689 | WASTE MANAGEMENT | MAY HS..... | MAY MS..... | 6,513.85 |
| 00033694 | CARDMEMBER SERVICE | MALY PASBO MSHIP RENEWAL..... | MALY WOODEN MAIL SORTER..... | 434.89 |
| 00033754 | WESTERN PA SCHOOL FOR BLIND CHILDREN | MARCH SVCS..... | | 147.00 |
| 00033755 | WEX BANK | 04/17-05/13 GAS Shell..... | | 312.72 |
| 10-GENERAL FUND | | | 907,912.36 | |

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

Fund Accounting Check Summary

MAX - From 05/01/2020 To 05/31/2020

facksmc

| Check # | Vendor Name | Description Of Purchase | Description Of Purchase | Check Amount |
|---------|-------------|-----------------------------------|-------------------------|--------------|
| | | Grand Total Manual Checks : | | 0.00 |
| | | Grand Total Regular Checks : | | 907,912.36 |
| | | Grand Total Direct Deposits: | | 0.00 |
| | | Grand Total Credit Card Payments: | | 0.00 |
| | | Grand Total All Checks : | | 907,912.36 |

- Payables within Check * Denotes Non-Negotiable Transaction
 P - Prenote d - Direct Deposit c - Credit Card Payment

Fund Accounting Check Summary

CAFETERIA - From 05/01/2020 To 05/31/2020

facksmc

| Check # | Vendor Name | Description Of Purchase | Description Of Purchase | Check Amount |
|----------|-----------------------------------|------------------------------------|--------------------------------|--------------|
| 00001577 | CM REGENT, LLC | MAY LIFE..... | | 9.75 |
| 00001578 | CROWN BENEFITS ADMINISTRATION | MAY MEDICAL..... | | 5,502.00 |
| 00001580 | CENTRAL VALLEY SCHOOL DISTRICT | CK DEP INTO CAFET INSTEAD G/F..... | | 1,000.00 |
| 00001581 | NUTRITION, INC. | 04/18--04/24 FOOD SERVICE..... | 04/25--04/30 FOOD SERVICE..... | 16,870.64 |
| 00001576 | AIMEE SABELLA | LOGAN LUNCH REFUND..... | | 40.50 |
| 00001579 | VISION BENEFITS OF AMERICA | MAY VISION..... | | 36.90 |

51-FOOD SERVICE/CAFETERIA 23,459.79

Grand Total Manual Checks : 0.00
 Grand Total Regular Checks : 23,459.79
 Grand Total Direct Deposits: 0.00
 Grand Total Credit Card Payments: 0.00
 Grand Total All Checks : 23,459.79

- Payables within Check * Denotes Non-Negotiable Transaction
 P - Prenote d - Direct Deposit c - Credit Card Payment

Central Valley School District
2018 Bond Construction Account
June 1, 2020

| Date | Check # | Amount | Vendor | Description |
|-------------|----------------|-------------------|-----------------|------------------------|
| 5/4/2020 | 189 | 196,715.22 | CV General Fund | June 2018 Bond Payment |
| 6/1/2020 | 190 | 3.06 | CV General Fund | Close Out Account |
| | | <u>196,718.28</u> | | |



ACT 32 Earned Income Tax Monthly Report
Central Valley SD - 00 04 190 000
Month/Year: May, 2020

1883 Jury Road
Pen Argyl, PA 18072
610-588-0965, extension 2394

ATTACHMENT E

Schedule A: Earned Income Tax (EIT) Collections, Receipts, and Distributions for PSD

| <u>Collections and Receipts:</u> | <u>Monthly Total</u> |
|--|--------------------------|
| Collections: | |
| Resident EIT from Employers/Taxpayers within the TCD | 251,496.75 |
| Resident EIT from other TCDs | 80,005.57 |
| Non-Resident EIT for Political Subdivisions within TCD | 0.00 |
| Delinquent Earned Income Taxes Collected | <u>5,036.13</u> |
| Total Collections | 336,538.45 |
| Receipts: | |
| Investment Income | 0.00 |
| Cost Collected by Tax Officer | <u>1,054.05</u> |
| Total Receipts | 1,054.05 |
| Total Collections and Receipts | <u>337,592.50</u> |
| <u>Distributions and Disbursements:</u> | |
| Distributions: | |
| Distributions to PSD | <u>328,699.47</u> |
| Total Distributions | 328,699.47 |
| Disbursements: | |
| Taxpayer Refunds | 2,597.29 |
| Tax Officer Commissions on Collections | 5,098.03 |
| Investment Income Retained by Tax Officer | 0.00 |
| Postage Fees | 143.66 |
| Cost Retained by Tax Officer | <u>1,054.05</u> |
| Total Disbursements | 8,893.03 |
| Total Distributions and Disbursements | <u>337,592.50</u> |

HEALTH CARE STAFFING AGREEMENT FOR SCHOOL SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into beginning August 2020, for school year 2020-2021 and ending August 2021 by and between Interim HealthCare Of Pittsburgh Inc. (hereinafter "Service Provider") and Central Valley School District (hereinafter the "School District"). Interim HealthCare will provide Skilled nursing services for supplemental nursing staff in Central Valley School buildings, fieldtrips and additional services upon request and availability of Interim employee.

RECITALS

WHEREAS, the School District is authorized to contract with health care staffing agencies for the provision of health care staffing services; and

WHEREAS, Service Provider is an agency placing health care staff on a temporary basis with those entities in need of such services; and

WHEREAS, the School District desires that Service Provider provide a full range of health care staffing services in such disciplines as needed by the School District (the "Services"); and

WHEREAS, Service Provider is capable of and willing to provide the Services to the School District;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows:

1. This Agreement shall take effect on the first day of school 2020-2021, and remain in effect through August 2021, unless terminated earlier in accordance with the terms set forth herein.
2. Service Provider warrants that it is duly licensed and authorized to perform the services that are described herein and has never been excluded from Medicare, Medicaid or any health care benefit program funded by the Federal government.
3. Service Provider warrants that it will provide the School District with licensed (if applicable) and qualified individuals to provide the Services. Service Provider represents that all individuals provided will possess documentation evidencing such license qualifications as required by Federal, State or local statutes, rules, regulations and orders.
4. Service Provider shall ensure that each individual providing Services to the School District has: (a) completed a Skills Checklist and Competency Exam; (b) has the appropriate nursing license, if applicable; and (c) has at least two (2) professional references that have been checked by Service Provider prior to providing any services to the School District. Service Provider further represents that the personnel that it sends to the School District are covered by

current malpractice insurance, have submitted a completed Employment Eligibility Verification (Form I-9), and are eligible to work at the School District's schools.

5. Service Provider agrees to obtain and submit to the School District such health information concerning the personnel it provides to the School District as it requires, consistent with applicable law.

6. Service Provider understands and agrees that it will comply and is responsible for complying with all applicable Federal, State and local statutes, rules and ordinances. Service Provider shall adhere to all requirements and protocols as established by and communicated to it by the School District.

7. All Service Provider personnel providing services to the School District shall be subject to approval by the School District. The School District reserves the right to reject the placement of any individual provided to it by Service Provider, consistent with applicable law.

8. Service Provider shall provide the School District with personnel, subject to the availability of appropriate personnel, on an as needed and as requested basis.

9. In consideration for the Services to be rendered by Service Provider to the School District for the period of this Agreement, upon presentation of an invoice by Service Provider evidencing such attendance in accordance with the terms set forth below, the School District will pay Service Provider at the following rates:

RN / LPN \$50.00 per hour

The above rates apply to all shifts. For each shift worked by one of its personnel, whether a traditional school nurse or private duty school nurse, Service Provider shall bill the School District for each hour worked. Service Provider will bill the School District in fifteen (15) minute increments for partial hours worked.

The School District will be notified in writing of any rate changes. Service Provider will submit these rate changes with 30 (thirty) days of notice prior to rate change taking effect.

In the event that the same nurse works for the School District for more than forty (40) billable hours during any week, the School District shall pay one and one half (1½) times the hourly rate of pay for each hour in excess of the forty (40) billable hour work week. Service Provider shall be available to provide health care staffing services to the School District twenty-four (24) hours a day, seven (7) days a week for the entire calendar year.

If the School District hires any of the personnel provided by Service Provider within twelve (12) months of the last date worked at the School District by such personnel, the School District shall pay Service Provider a placement fee in accordance with the following schedule:

| Number of hours worked at School District | Fee: Percentage of annual salary upon hire |
|--|---|
| Less than 299 | 30% |
| 300-499 | 25% |
| 500-699 | 20% |
| 700-1599 | 15% |
| 1600-2010 | 10% |
| Over 2010 | No Fee |

10. Service Provider shall furnish time sheets/cards to the personnel it sends to the School District. The appropriate School District designee must sign each time sheet/card. The School District shall maintain a copy of the completed time sheets/cards for verification purposes. These time sheets/cards shall be used by the Service Provider to assess invoice amounts.

11. Service Provider shall submit weekly invoices for services rendered at the end of each week for which Services have been provided. The School District shall pay each invoice within thirty (30) days of its receipt. The invoice shall include time sheets and attendance, types of services rendered and fees payable. The School District shall give Service Provider notice of any invoice dispute within twenty (20) days of its receipt and may withhold payment pending the resolution of such dispute. Failure to timely dispute any invoice shall not be deemed as acceptance and does not act as a waiver of the School District's rights or prevent the School District from availing itself of any remedy or course of action it has at law or in equity at a later date. The School District shall have the right to examine any and all accounting records as they pertain to Services provided by Service Provider.

12. The School District shall have the right to cancel any scheduled shift before the shift is scheduled to begin, provided the School District notifies Service Provider at least two (2) hours prior to the scheduled shift.

13. The School District shall not incur any charges should any personnel placed by Service Provider fail to fulfill a scheduled assignment for any reason whatsoever. Service Provider shall make every effort to locate substitute personnel for the School District upon request.

14. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice. In event of termination, the parties shall adjust accounts due and Service Provider will provide no additional Services beyond those already scheduled.

15. Service Provider personnel shall prepare and submit forms related to services provided as required by the School District.

16. Service Provider agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provisions of applicable law, but in no event less than six (6) years from the date of this Agreement.

17. Service Provider shall make personnel available to the School District for purposes of internal peer reviews, external audit systems, grievance procedures, and any other purpose, as reasonably required by the School District, and Service Provider further agrees to participate in any case conference or continuing in-service education conducted by the School District for Service Provider's staff, at the School District's expense at the rates set forth herein.

18. All employees of Service Provider shall be deemed employees of Service Provider for all purposes and Service Provider alone shall be responsible for their work, personal conduct, direction, and compensation. Service Provider acknowledges that it will not hold itself, its officers, its employees and/or its agents out as employees of the School District. Service Provider is retained by the School District only for the purposes and to the extent set forth in this Agreement, and its relationship to the School District shall during the term hereof be that of an independent Service Provider. Neither Service Provider nor its personnel assigned hereunder shall be considered as having employee status with the School District and shall not be entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs.

19. Service Provider and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.

20. Service Provider shall identify and hold harmless the School District and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services under this Agreement, provided that any claim, damages, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of Service Provider, anyone directly or indirectly employed by Service Provider or anyone for whose acts Service Provider may be liable, but only to the extent such claims, damages, losses or expenses are not caused in whole or in part by a party indemnified hereunder. This Section 20 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that either party would otherwise have under applicable law.

21. The Service Provider shall purchase from and maintain in a company or companies lawfully licensed to do business in the State where the School District is located, such insurance as will protect the Service Provider and the School District from claims set forth below for which the Service Provider may be legally liable, whether such operations be by the Service Provider or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

- I. Commercial General Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate;
- II. Automobile Liability: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles;
- III. Statutory Workers' Compensation; and
- IV. Professional Liability Insurance: \$1,000,000 per occurrence/\$3,000,000 aggregate.

22. The School District shall provide Service Provider with written materials outlining its policies, procedures, rules and regulations for distribution to the personnel providing the Services hereunder. It shall be the responsibility of Service Provider's personnel to fully familiarize themselves with the subject matter contained therein.

23. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, age, disability, sexual orientation, national origin or sponsorship.

24. All notices required or permitted shall be made in writing by hand delivery or by registered or certified mail, or by a recognized courier service. Notice shall be deemed given on the date of delivery or upon receipt. Notice shall be delivered or mailed to:

Service Provider:
Interim HealthCare of Pittsburgh Inc.
1789 South Braddock Ave. Suite 220
Pittsburgh, PA 15218

School District:
Attn: Special Ed Dept.
Central Valley School District
160 Baker Road Extension
Monaca, PA 15061

25. Neither party shall assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.

26. This Agreement shall be governed by the laws of the State where the School District is located. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

27. This Agreement constitutes the full and complete Agreement between the School District and Service Provider, and supersedes all prior written and oral agreements. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.

28. The undersigned representative of Service Provider hereby represents and warrants that the undersigned is an officer, director, or agent of Service Provider with full legal rights, power, and authority to enter into this Agreement on behalf of Service Provider and bind Service Provider with respect to the obligations enforceable against Service Provider in accordance with its terms.

29. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Interim HealthCare of Pittsburgh Inc.

Central Valley School District

By: Tami Salley

By: _____

Title: Tami Salley, Administrator

Title: _____

Date: 5-19-2020

Date: _____

Attachment B Business Associate Agreement

THIS CONTRACT is made and entered into by and between Central Valley School District (hereinafter referred to as "COVERED ENTITY"), with its principal place of business located at 160 Baker Road Extension Monaca, PA 15061 and Provider- Interim HealthCare of Pittsburgh, Inc. (hereinafter referred to as "BUSINESS ASSOCIATE").

Recitals

- A. BUSINESS ASSOCIATE performs, or assists in the performance, of a function or activity or provides services of a type for COVERED ENTITY that makes BUSINESS ASSOCIATE a "business associate" for purposes of the HIPAA privacy regulations.
- B. COVERED ENTITY will disclose protected health information to BUSINESS ASSOCIATE in conjunction with the function, activity, or services performed or provided by BUSINESS ASSOCIATE.
- C. COVERED ENTITY will disclose electronic protected health information to BUSINESS ASSOCIATE in conjunction with the function, activity, or services performed or provided by BUSINESS ASSOCIATE.
- D. COVERED ENTITY and BUSINESS ASSOCIATE desire to enter into a contract as required by the HIPAA privacy and security regulations to provide satisfactory assurance to COVERED ENTITY that BUSINESS ASSOCIATE will appropriately safeguard that protected health information.

Agreement

NOW THEREFORE, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

- (1) **Definitions.** All terms and phrases in this Contract shall have the same meanings as defined in 45 CFR §160 and §164, subparts A, C, D, and E. Without limiting the generality of the foregoing, as used in this Contract, the following terms shall have the following meanings:
 - (a) "HIPAA privacy regulations" shall mean the regulations at 45 CFR §160 and §164, subparts A and E.
 - (b) "HIPAA security regulations" shall mean the regulations at 45 CFR §160 and 164, subpart C.
 - (c) "HIPAA Breach Notification Rule" shall mean the regulations at 45CFR §164, subpart D.
 - (d) "HIPAA Rules" shall mean the HIPAA privacy regulations, the HIPAA security regulations, the HIPAA Breach Notification Rule, and the HIPAA enforcement rule at 45 CFR §160, subpart C.
 - (e) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved has been delegated.
 - (f) "Protected health information" shall mean individually identifiable health information regardless of whether it is maintained in electronic or non-electronic form.
 - (g) "Electronic protected health information" shall mean individually identifiable health information that is transmitted by or maintained in electronic media. It includes devices in computers and any removable/transportable digital memory medium. Transmission media include the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and physical movement of

removable/transportable media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission

- (h) "Security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (2) **Restriction on Use and Disclosure of Protected Health Information.** Except as permitted or required by this Contract or as required by law, BUSINESS ASSOCIATE shall not use, de-identify, or further disclose any protected health information disclosed or otherwise made available to it by COVERED ENTITY.
- (3) **Authorized Uses and Disclosures.** Except as otherwise limited in this Contract, BUSINESS ASSOCIATE is hereby authorized to use and disclose protected health information for the following purposes:
 - (a) **Generally.** BUSINESS ASSOCIATE may use or disclose protected health information on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of protected health information would not violate the HIPAA privacy regulations if done by COVERED ENTITY or the minimum necessary policies and procedures of COVERED ENTITY:

 - (b) **Management and Administration.** BUSINESS ASSOCIATE may use and disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided:
 - (1) The disclosure is required by law; or,
 - (2) BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person will immediately notify the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (c) **Data Aggregation Services.** BUSINESS ASSOCIATE may use and disclose protected health information to provide data aggregation services relating to the health care operations of COVERED ENTITY.
 - (d) **Violations of Law.** BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- (4) **BUSINESS ASSOCIATE'S Obligations.**
 - (a) **Representation and Acknowledgment.** BUSINESS ASSOCIATE represents that it has complied and will comply with the requirements of the HIPAA Rules applicable to it and acknowledges that it is aware that it is subject to the tiered civil and criminal penalties of section 1176 and 1177 of the Social Security Act.
 - (b) **Safeguards.** BUSINESS ASSOCIATE shall use appropriate safeguards, and comply, where applicable, with the HIPAA security regulations with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as permitted or

required by this Contract or as required by law.

- (c) **Security of Electronic Protected Health Information.** BUSINESS ASSOCIATE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of COVERED ENTITY.
- (d) **Reporting.** BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of protected health information not permitted by this Contract of which it becomes aware, including breaches of unsecured protected health information as required by the HIPAA Breach Notification Rule. Furthermore, BUSINESS ASSOCIATE shall report to COVERED ENTITY any security incident of which it becomes aware. This report shall be given to COVERED ENTITY as soon as possible after BUSINESS ASSOCIATE discovers the impermissible use or disclosure but not more than twenty (20) days after the discovery.
- (e) **Subcontractors.** BUSINESS ASSOCIATE shall ensure that any subcontractors, that create or receive protected health information on behalf of BUSINESS ASSOCIATE, agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information.
- (f) **Providing Electronic Protected Health Information to Agents or Subcontractors.** BUSINESS ASSOCIATE shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect the electronic protected health information.
- (g) **Individual's Access to Information.** BUSINESS ASSOCIATE shall make available and permit access to protected health information about an individual by that individual in accordance with 45 CFR §164.524.
- (h) **Amendment of Protected Health Information.** BUSINESS ASSOCIATE shall make available to COVERED ENTITY protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
- (i) **Accounting of Disclosures.** BUSINESS ASSOCIATE shall document such disclosures of protected health information and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 42 CFR. §164.528. BUSINESS ASSOCIATE shall make available the information required to provide an accounting of disclosures in accordance with 42 CFR. §164.528. Such information shall be given to COVERED ENTITY by BUSINESS ASSOCIATE within twenty (20) days after COVERED ENTITY notifies BUSINESS ASSOCIATE of COVERED ENTITY's need for the information.
- (j) **Comply with COVERED ENTITY's Obligations.** To the extent BUSINESS ASSOCIATE is to carry out COVERED ENTITY's obligations under the HIPAA privacy regulations, BUSINESS ASSOCIATE shall comply with the requirements of the HIPAA privacy regulations that apply to COVERED ENTITY in the performance of such obligations.
- (k) **Practices, Books and Records.** BUSINESS ASSOCIATE shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, to the Secretary for the purpose of determining COVERED ENTITY's compliance with the HIPAA privacy regulations.

- (l) **Mitigation.** BUSINESS ASSOCIATE shall mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE or to COVERED ENTITY of a use or disclosure of protected health information in violation of BUSINESS ASSOCIATE's policies and procedures, this Contract, or the HIPAA privacy or security regulations.

(5) **COVERED ENTITY's Obligations.**

(a) **Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.**

- (1) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR §164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of protected health information.
- (2) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of protected health information.
- (3) COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information that COVERED ENTITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of protected health information.

(b) **Permissible Requests by COVERED ENTITY.**

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the HIPAA privacy regulations if done by COVERED ENTITY.

(6) **Breach Notification.**

- (a) **Notice to COVERED ENTITY.** In the event of its discovery of a breach of unsecured protected health information disclosed or made available to it by COVERED ENTITY, BUSINESS ASSOCIATE shall provide notification of such breach to COVERED ENTITY as required by the HIPAA Breach Notification Rule. Provided, however, notwithstanding anything in that Rule to the contrary or in paragraph (16) of this Contract, such notice shall be given to COVERED ENTITY by BUSINESS ASSOCIATE as soon as possible after BUSINESS ASSOCIATE's discovery of the breach, but in no case more than twenty (20) calendar days after its discovery of the breach.

- (b) **Notice of Breach to Affected Individuals; Costs.** Whether or not notification of the breach shall be given to affected individuals and, if so, the method by which the notification shall be given shall be determined by COVERED ENTITY, in its sole discretion. If required by COVERED ENTITY in its sole discretion, BUSINESS ASSOCIATE shall give any such notice(s) at such times and in such manner as determined by COVERED ENTITY. In all cases, BUSINESS ASSOCIATE shall pay to COVERED ENTITY the costs incurred by COVERED ENTITY due to the breach. Such costs shall include, but are not limited to printing and copying costs, postage, delivery charges, telephone charges and employee wages.

- (c) **Proof of Encryption.** In the event of a breach of secured protected health information, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the breach as stated in

subparagraph (6)(a), above, and, within twenty days (20) calendar days after giving such notice to COVERED ENTITY, provide proof satisfactory to COVERED ENTITY that such protected health information was not unsecured protected health information.

(7) **Term and Termination.**

(a) **Generally.** This Contract shall be effective when executed on behalf of both of the parties hereto and shall terminate when all of the protected health information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or, if it is not feasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Paragraph (7).

(b) **Mutual Agreement.** This Contract may be terminated by mutual written agreement of the parties.

(c) **Termination for Cause.** Upon COVERED ENTITY's knowledge of a material breach of this Contract by BUSINESS ASSOCIATE, COVERED ENTITY shall either:

(1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;

(2) Immediately terminate this Contract if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible.

(d) **Effect of Termination.**

(1) Except as provided in paragraph (2) below, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, that BUSINESS ASSOCIATE maintains in any form. This provision also shall apply to protected health information that is in the possession of subcontractors of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the protected health information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the protected health information is not feasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction not feasible. BUSINESS ASSOCIATE shall extend the protections of this Contract to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction not feasible, for so long as BUSINESS ASSOCIATE maintains such protected health information.

(8) **Injunction.** Notwithstanding any other rights or remedies provided for in this Contract, COVERED ENTITY retains all rights to injunctive relief to prevent or stop the unauthorized use or disclosure of protected health information by BUSINESS ASSOCIATE, or any agent, subcontractor or other third party that received protected health information from BUSINESS ASSOCIATE.

(9) **Indemnification.** BUSINESS ASSOCIATE shall indemnify and hold COVERED ENTITY harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees, that arise out of: any breach by BUSINESS ASSOCIATE of this Contract, the HIPAA privacy regulations, the HIPAA security regulations, or the HIPAA Breach Notification Rule, or, the need for COVERED ENTITY to enforce any provision of this Contract.

- (10) **Subpoena.** In the event BUSINESS ASSOCIATE receives a subpoena for any protected health information in BUSINESS ASSOCIATE's possession, BUSINESS ASSOCIATE shall immediately notify COVERED ENTITY of the subpoena and deliver a copy of the subpoena to COVERED ENTITY. BUSINESS ASSOCIATE shall respond to the subpoena only in accordance with the HIPAA privacy regulations.
- (11) **Notices.** Any notices required or permitted to be given under this Contract shall be in writing and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:
- (a) If to COVERED ENTITY:
Central Valley School District
160 Baker Road Extension
Monaca, Pa 15061
- (b) If to BUSINESS ASSOCIATE:
Interim HealthCare of Pittsburgh Inc.
1789 South Braddock Ave. Suite 220
Pittsburgh, PA 15218
- Such notice shall be deemed to be given on the date it is deposited in the mail as stated above, on the date it is given to the overnight delivery service, or the date it is given personally to the party to whom it is directed. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.
- (12) **Amendment.** This Contract may not be changed, modified, or amended except by a written agreement executed on behalf of each of the parties.
- (13) **No Waiver.** No waiver of one or more of the provisions of this Contract or the failure to enforce any provision of this Contract by either party shall be construed as a waiver of any subsequent breach of this Contract, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.
- (14) **Entire Agreement.** This Contract sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements, and understandings of every kind and nature between them.
- (15) **Headings.** The headings placed before the various paragraphs and subparagraphs of this Contract are inserted for ease of reference only, do not constitute a part of this Contract, and shall not be used in any way whatsoever in the construction or interpretation of this Contract.
- (16) **Interpretation.** Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the HIPAA Privacy Rule, 45 CFR § 164.500 *et seq.*, the HIPAA Security Rule, 45 CFR § 164.302 *et seq.*, and the HIPAA Breach Notification Rule, 45 CFR § 164.400 *et seq.*, as each may be amended from time to time.
- (17) **Governing Law.** This Contract shall be construed and enforced in accordance with, and governed by, the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the dates set forth below.

(COVERED ENTITY)
Central Valley School District

By: _____

Title: _____

Date: _____

(BUSINESS ASSOCIATE)
Interim HealthCare of Pittsburgh Inc.

By: Tami Salley

Title: Tami Salley, Administrator

Date: 5-19-2020

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (the "MOU") is effective this 1st day of August, 2020 between Central Valley School District ("the District") and the Private Industry Council of Westmoreland/Fayette, Inc. ("PIC"), operating the Pre-K Counts Program.

1. **PREMISES.** District hereby grants a non-exclusive license to PIC use property located at Todd Lane Elementary 113 Todd Lane, Monaca, PA 15061 consisting of space for one classroom with storage area, rest rooms, and sufficient off street parking for PIC's employees, agents and invitees and a playground ("the Premises"). PIC shall use the Premises as a classroom center and related services for children who qualify for its Pre-K Counts services and for storage.

2. **DISTRICT RESPONSIBILITIES.** The District, in supporting the Pre-K Counts Program shall, in addition to the Premises identified above, offer ancillary services, as may be necessary, which may include food service (breakfast and lunch), custodial service (cleaning the Premises and refuse collection) and nurse services (to include basic first aid and, as needed, emergency services). In addition, PIC will have its families complete the free and reduced meal forms, which it will provide to the District and the District will invoice PIC according to the families' eligibility. The District will include Pre-K Counts staff in professional development activities and include Pre-K Counts students in appropriate special programs or school activities, such as musical programs. The District will also invite Pre-K Counts parents to become members of the appropriate Parent Teacher Organizations and accept developmental or other pertinent family & student information for those participating in the Pre-K Counts program. Further, the District will maintain membership on the Beaver County LEARN Committee and attend all necessary meetings and trainings related to the Pre-K Counts program.

3. **PIC RESPONSIBILITIES.** PIC will, at all times, operate the Pre-K Counts program as a separate and independent program unrelated to the District's operations. As such, PIC will have full financial control and responsibility for the program with no financial contribution or obligation of the District, hire and monitor staff as PIC's employees, being responsible for all tax and insurance requirements, and maintain total classroom functions including equipment, supplies and implementation. PIC will pursue professional development opportunities, and provide student information to the District including developmental records, screening information and other pertinent family & student information. PIC agrees to abide by school building guidelines and attend all necessary meetings and trainings related to the Pre-K Counts program.

4. **TERM.** The term of this MOU shall commence on August 1, 2020, and end on June 30, 2021, unless sooner terminated or extended as provided herein (the "Term"). It shall automatically renew for the next academic year upon the same terms and conditions, unless one party sends written notice to the other of its desire to terminate this MOU at least thirty days prior to June, 30, 2021. If such notice to terminate is provided, the MOU shall automatically terminate at the end of the term, unless the parties mutually agree upon new terms at the time of renewal.

5. **COSTS.** The parties agree that PIC shall pay the District \$9,000 per term, payable in nine (9) equal monthly installments of \$1,000 on the 15th of each month beginning September 15th of the applicable Term, provided sufficient funding is provided by the State.

6. **INSURANCE.**

(a) PIC shall maintain a comprehensive general liability insurance policy against claims for bodily injury, death or property damage, occurring in or on the Premises, or resulting from PIC's use, occupancy or maintenance thereof. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit (or in such higher amounts as the parties may agree). District shall be named as an additional insured on the policy.

(b) District shall maintain a comprehensive general liability insurance policy against claims for bodily injury, death or property damage, occurring in or on the Premises, resulting from District's acts or omissions. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit (or in such higher amounts as the parties may agree from time to time).

7. **COMPLIANCE.** District shall be responsible for compliance with all federal, state and local laws, regulations and ordinances in existence from time to time governing or related to the Premises and PIC's use thereof, including but not limited to environmental laws and regulations, laws or regulations covering the disabled, and land use and zoning laws and regulations. If during the term or any extension thereof, the District is notified that substantial repairs or renovations are required for the premises to be compliant with any federal, state or local law, the District may elect to make such repairs or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination.

8. **INDEMNIFICATION.** District shall indemnify and hold harmless PIC, from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or asserted against PIC caused by or resulting from or claimed to have been caused by or to have resulted from any act, omission or negligence of District or anyone claiming under District (including, but without limitation, PICs, concessionaires, employees and contractors of District). Similarly, PIC shall indemnify and hold harmless District, from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred or asserted against District caused by or resulting from or claimed to have been caused by or to have resulted from any act, omission or negligence of PIC or anyone claiming under PIC (including, but without limitation, invitees, employees and contractors of PIC).

9. **REPAIRS AND MAINTENANCE.** Throughout the Term, District, at its sole cost and expense, shall keep and maintain the Premises in good order and condition and make all necessary repairs to the Premises. Repairs affecting health or safety (e.g., sewage backup) must be performed within twenty-four (24) hours. All other repairs must be performed within fourteen (14) days. If during the term or any extension thereof, substantial repairs or renovations are required, the District may elect to make such repairs or may elect to terminate the MOU

during the term after providing thirty (30) days written notice of termination. District shall also be responsible for and shall maintain in good condition and repair the parking areas and sidewalks (including snow and ice removal), and the exterior and structural portions of the Premises, including the roof, exterior walls, foundation, flooring, boiler and heating system, duct work and electrical wiring. PIC will pay for any damages caused by its employees or invitees, not considered normal wear and tear.

10. DAMAGE, DESTRUCTION. In the event the Premises are damaged or rendered totally or partially uninhabitable by fire, other casualty or condemnation, PIC shall have the option to terminate the MOU. If such damages casualty or condemnation occurs during the term or any extension thereof, the District may elect to repair such damages or may elect to terminate the MOU during the term after providing thirty (30) days written notice of termination. In the event the Premises are rendered so uninhabitable as to prevent PIC from operating PIC's business at the Premises, and neither PIC nor the District terminates the MOU, rental payments shall abate on a per diem basis until the Premises are repaired to reasonably allow such operation of PIC's business.

11. QUIET ENJOYMENT. PIC shall peaceably and quietly hold, occupy, and enjoy the Premises for the Term (and any extensions of the Term) without hindrance, ejection or interruption by District.

12. ENTRY ON PREMISES BY DISTRICT. District or its agents may enter the Premises at reasonable times with reasonable advance notice for the purpose of: (a) inspecting the same; (b) making any necessary repairs to the Premises and performing any work in the Premises that may be necessary; and (c) showing the Premises to prospective purchasers or lessees. District understands and agrees that PIC may insist that such entry or work be done when children are not on the premises.

13. DEFAULT; REMEDIES OF DISTRICT. The following constitutes a default by PIC: Failure to perform or to observe any other covenant, term or condition of this MOU within thirty (30) days after written notice by District; provided, however, that if such failure is not cured within such thirty (30) day period, the District may terminate this MOU by written notice of termination to PIC. In the event District exercises its right to terminate this MOU, District shall be entitled to recover as damages for the breach by PIC the full amount of the Minimum Rent for the remainder of the Term, all of which shall accelerate and be due and payable at once.

14. DEFAULT BY DISTRICT. Should District fail to perform any of District's obligations pursuant to this MOU and such failure shall have continued for thirty (30) days or more after written notice thereof from PIC, which notice shall specify the nature of each such failure, PIC may, but shall not be obligated to, cure such failure. In addition to the above-stated remedies, District's failure to cure as provided in this Section shall entitle PIC to pursue any other available remedies under applicable law or in equity.

15. SURRENDER. On the last day of the Term or upon any earlier termination of the MOU, PIC shall surrender and deliver the Premises into the possession and use of District without delay and in the same condition as PIC received it, reasonable wear and tear excepted. Notwithstanding the foregoing, if PIC continues to occupy the premises after the surrender date, without having reached a new MOU agreement with the District, this MOU will continue except the term of the Agreement will be on a month to month basis.

16. EARLY TERMINATION OF MOU. District understands that PIC receives substantial government funding for its operations, which funding is not guaranteed. As such, District agrees that, if PIC does not receive sufficient funding for its PA Pre-K Counts program to continue this MOU, or if its overall funding is reduced by more than 10 % in any year, PIC shall be entitled to terminate the MOU upon thirty (30) days' notice with PIC being absolved of all liability to District except for damages caused by its employees or invitees. Similarly, if there is a change in the community or population served by the program so that PIC determines that it no longer needs all the rooms in the Premises or it is no longer advantageous to offer the program at the Premises, PIC shall have the right to terminate the MOU upon thirty (30) days' notice with PIC being absolved of all liability to District except for damages caused by its employees or invitees, provided that PIC explains the reason for its decision in the notice.

17. GENERAL PROVISIONS.

(a) Any notice given in connection with this MOU shall be given in writing and will be deemed given (i) upon personal delivery or confirmed, transmission by telecopy or similar facsimile transmission device, (ii) upon the first business day after receipted delivery to a courier service that guarantees next business day delivery, or (iii) on the third business day after mailing by registered or certified United States mail, postage prepaid, to the appropriate party at the address set forth below:

If to District:

Central Valley School District
160 Baker Road Extension
Monaca, PA 15061
Att: Dr. Nicholas Perry

If to PIC:

Private Industry Council of
Westmoreland/Fayette Inc.
219 Donohoe Road
Greensburg, Pa. 15601
Att: Tim Yurcisin

(b) This MOU embodies the entire agreement between the parties hereto relative to the subject matter of this MOU. No modifications of or amendments to this MOU shall be binding upon any party unless in writing and executed by a duly authorized agent of each party.

(c) If any term or provision of this MOU, or the application of a term or provision of this MOU, shall be invalid or unenforceable, the remainder of this MOU shall not be affected thereby.

(d) All covenants and obligations as contained within the MOU shall bind and extend and inure to the benefit of District and PIC, their respective successors and assigns. PIC shall not assign this MOU or sublease the premises.

(e) This MOU and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set their hands and seals as of the day and year first written above.

ATTEST:

**CENTRAL VALLEY
SCHOOL DISTRICT**

By: _____

By: _____
Dr. Nicholas Perry, Superintendent

ATTEST:

**PRIVATE INDUSTRY
COUNCIL OF WESTMORELAND/
FAYETTE, INC.**

By: _____

By: _____
Tim Yurcisin, President



WESTERN
PENNSYLVANIA
SCHOOL
FOR BLIND
CHILDREN

201 North Bellefield Avenue
Pittsburgh, Pennsylvania
15213-1499
(412) 621-0100
(412) 681-1736 Fax
www.wpsbc.org

OUTREACH PROGRAM
Beth Ramella, Program Director
ramellab@wpsbc.org
(412) 621-0100 Ext. 379
(412) 621-2181 Fax

ATTACHMENT H

OUTREACH SERVICES CONTRACT AGREEMENT

THIS AGREEMENT, made this 4th day of June, 2020 by and between **THE WESTERN PENNSYLVANIA SCHOOL FOR BLIND CHILDREN (“WPSBC”) AND CENTRAL VALLEY SCHOOL DISTRICT.**

WHEREAS, The Western Pennsylvania School for Blind Children Outreach Program desires to provide vision services for student(s) served by CENTRAL VALLEY School District.

THEREFORE, in consideration of the promises contained herein and intending to be mutually bound, the parties agree as follows:

I. SERVICES.

- A. WPSBC will provide vision services as described in Appendix A, attached hereto, (“the Services”) based on the contracted number of hours per week – up to fifteen (15) hours per week. This contract may increase or decrease should student services warrant – based on student need. These service changes would be made with the approval of the Director of Special Education and the educational team. WPSBC will additionally bill for all materials preparation, braille, large print preparation or materials specific to the student’s specially designed instruction and paperwork time. Additionally, any student specific purchases will be approved by and billed back to the district. Scheduling the Services for CENTRAL VALLEY School District student(s) will be made in consultation with the LEA and WPSBC to facilitate mutually agreeable units and times; however, ultimately scheduled services will be determined by WPSBC based on staffing availability.
- B. Qualifications of Personnel. The WPSBC will utilize registered and/or licensed professionals, who will hold a current license, registration or certification to practice in the Commonwealth of Pennsylvania.
- C. Personnel Records Inspection. The WPSBC will make available for inspection, upon the request of CENTRAL VALLEY School District, the personnel files of its professionals who are providing services for CENTRAL VALLEY School District students. The contents of such file may include some or all of the following items:
1. Verification of current licensure or certification as applicable
 2. Completed application for employment or resume
 3. Verified references
 4. Evidence of annual performance evaluation
 5. A criminal record check, conducted upon hire, if required by state law

Mission Statement

The Mission of the Western Pennsylvania School for Blind Children is to be a leading educational facility and Outreach provider. The School offers a full range of exceptional individualized special education services fostering maximum independence for students with visual impairment, including blindness and other challenges, and provides support and resources to families and the community.

6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.

D. **Clearances.** All WPSBC staff members and independent consultants who may be assigned to work with CENTRAL VALLEY School District students have met the applicable standards regarding hiring and the completion of background checks and clearances mandated by the Pennsylvania School Code and the Pennsylvania Department of Education.

E. **Student Records.** The WPSBC agrees to provide CENTRAL VALLEY SCHOOL DISTRICT with copies of all CENTRAL VALLEY SCHOOL DISTRICT students' records. CENTRAL VALLEY SCHOOL DISTRICT shall receive written notice of any meetings convened by the WPSBC to review and discuss CENTRAL VALLEY SCHOOL DISTRICT student's progress during the school year and CENTRAL VALLEY SCHOOL DISTRICT shall attend all such meetings. The WPSBC shall provide CENTRAL VALLEY SCHOOL DISTRICT with quarterly progress updates regarding each CENTRAL VALLEY SCHOOL DISTRICT student.

II. **INDEPENDENT CONTRACTOR RELATIONSHIP.** WPSBC and CENTRAL VALLEY SCHOOL DISTRICT agree that neither party to this Agreement shall be construed to be the employee, employer, agent or representative of the other, nor will either party have an expressed or implied right of authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party.

III. **COMPENSATION.** Subject to the terms of this Agreement, WPSBC shall be paid the sum of Ninety-Eight Dollars (\$98.00) per hour for all services provided during the term of this Agreement. Additionally, WPSBC shall provide at no charge on-site supervision not to exceed one time per semester during the term of this Agreement. WPSBC shall submit a billing statement monthly to CENTRAL VALLEY SCHOOL DISTRICT for the services rendered. CENTRAL VALLEY SCHOOL DISTRICT will reimburse for services rendered within forty-five (45) days of billing.

IV. **TERM.** This Agreement shall be effective as of the date of execution hereof by the parties beginning on August 31, 2020 and shall continue until June 10, 2021.

V. **TERMINATION OF THE AGREEMENT.** Either party may terminate this agreement upon sixty (60) days written notice to the other party.

VI. **COMPLIANCE WITH LAWS AND REGULATIONS.** WPSBC staff shall provide services in compliance with all applicable statutes, ordinances, rules, orders, regulations, permits, and requirements of federal, state, municipal governments and administrative bodies, as well as the parties' applicable board policies.

VII. **CONFIDENTIAL INFORMATION.** Without the prior consent of CENTRAL VALLEY SCHOOL DISTRICT, WPSBC staff shall not, directly or indirectly, during the term of this Agreement and after its termination, divulge to any person, or use for their own benefit, any confidential information concerning the business, affairs, and clients of CENTRAL VALLEY SCHOOL DISTRICT acquired by them during the performance of the duties hereunder.

VIII. INSURANCE. WPSBC staff shall at all times maintain professional liability insurance coverage in the minimum amount of One Million Dollars (\$1,000,000.00). WPSBC affirms it carries Workers' Compensation, General Liability, and Errors and Omissions insurance in amounts recognized as customary within the ordinary scope of its business.

IX. MUTUAL RELEASE FROM LIABILITY.

- A. Except as otherwise provided in this Agreement, CENTRAL VALLEY SCHOOL DISTRICT, on behalf of itself, its agents, employees, directors, officers, affiliates, consultants, and/or contractors hereby releases WPSBC and its agents, employees, directors, officers, affiliates, consultants, and/or contractors, and WPSBC hereby releases CENTRAL VALLEY SCHOOL DISTRICT, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever from any cause or causes whatsoever during the performance and execution of this Agreement.
- B. It is specifically understood and agreed that neither party shall be held liable or otherwise responsible for the acts and/or omissions, including negligence or willful misconduct, of the other party or any of the other party's agents, employees, directors, officers, affiliates, consultants, and/or contractors.

X. GOVERNING LAW AND VENUE. Disputes under this agreement shall be resolved pursuant to the laws of the Commonwealth of Pennsylvania in the courts of Beaver County.

XI. MODIFICATION.

- A. This Agreement constitutes the entire contract between the parties regarding the work and supersedes any previous oral and/or written representations, negotiations, and/or understandings between the parties.
- B. The parties specifically agree that any modifications to this Agreement must be separately negotiated and in writing, signed by both parties.

XII. NOTICES. All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to the WPSBC as follows:

Contact
Name: Susan McAleer, Chief Financial Officer

Address: 201 North Bellefield Avenue, Pittsburgh, PA 15213-1499

Phone: (412) 621-0100 Fax: (412) 681-1736

Email: mcaleers@wpsbc.org

With a copy to WPSBC's counsel:

Alan Shuckrow, Esq.
Strassburger McKenna Gutnick & Gefsky
Four Gateway Center, Suite 2200
444 Liberty Avenue
Pittsburgh, PA 15222
Phone: (412) 281-5423
Fax: (412) 281-8264
Email: ashuckrow@smgglaw.com

All notice to, contact with, or any provision of information relevant or pertaining to this Agreement shall be directed to CENTRAL VALLEY SCHOOL DISTRICT as follows:

| | | |
|---------------|--|------|
| Contact Name: | Erin Park, Special Education Supervisor | |
| Address: | CENTRAL VALLEY School District | |
| Phone: | 724 775-5600 x 12170 | Fax: |
| Email: | epark@centralvalleypsd.net | |

By signing below, each person represents he/she has the authority to execute this Agreement on behalf of their respective party and freely enters into this Agreement with the intent to be bound hereby as of the date first set forth above.

Susan McAleer, Chief Financial Officer
Western PA School for Blind Children

Date

Erin Park, Special Education Director
CENTRAL VALLEY School District

Date

Appendix A

The Western PA School for Blind Children will provide a certified Teacher of the Visually Impaired and/or a Certified Orientation and Mobility Specialist. Teacher of the Visually Impaired and Orientation and Mobility services may include performing or facilitating necessary evaluations (functional vision evaluation, learning media assessments, technology, expanded core curriculum and orientation and mobility). These assessments will aid in the development of IFSP/IEP decisions and will determine the frequency and duration of direct service. The TVI/COMS will consult and work collaboratively with the parents, district personnel and/or educational team and will maintain ongoing communication with all parties involved with the student's education.

MEMORANDUM OF UNDERSTANDING

This document states that Psychology and Learning Center, an outpatient mental health facility, will partner with Central Valley School District to provide school-based mental health services for the 2020-2021 school year. The central purpose of this relationship will be providing students with increased access to mental health resources to address their social, emotional, and behavioral well-being. The school-based model aims to remove potential barriers to families (such as location, transportation issues, or stigma) from accessing such resources otherwise. It is hoped that with consistent and efficient utilization of school-based mental health services, positive social and emotional outcomes are promoted for each child and the need for more restrictive mental health and/or educational services is decreased.

Through this model of service delivery, Central Valley School District agrees to provide offices at each of the district's buildings for therapists working for Psychology and Learning Center at no cost, and Psychology and Learning Center will offer individual outpatient therapy at no cost to the district. All responsibilities regarding the collecting of insurances and billing will be the sole responsibility of Psychology and Learning Center. However, per obtainment of release forms and to ensure collaboration regarding students' needs and treatment objectives, coordination between outpatient therapists at Psychology and Learning Center and school staff is strongly encouraged.

Referral for outpatient mental health services by school staff will continue to be provided on a basis of consumer choice, meaning that parents may elect to seek outpatient services through a provider other than Psychology and Learning Center if they so choose. However, families will still be made aware of the school-based mental health partnership between Psychology and Learning Center and the district.

Per best practices in service delivery for outpatient services, intakes will be completed for new students referred for school-based mental health services by outpatient therapists or psychologists. Intakes include psychosocial assessment and provisional diagnosis and, in addition to the potential recommendation of school-based outpatient therapy, may also include referral for comprehensive psychological evaluation (to determine diagnostic clarity and/or to determine the need for a more intense level of support, such as Behavioral Health Rehabilitation or Family Based Mental Health Services) and/or psychopharmacologic evaluation. Given the proximity of Psychology and Learning

Center to the district and for the sake of efficiency (collecting insurance and coordinating most appropriate plans of care), intakes will occur at the outpatient facility.

Outpatient mental and behavioral health treatment provided in schools should be based on the following principles:

- Services should keep students in their classrooms and should not interfere with significant school events (tests, assemblies, etc.) whenever possible.
- Services should be proactive and positive, building on the strengths of the student, though reinforcement and reward/consequence schedules may be developed by outpatient staff and, as needed, in collaboration with school staff
- Service delivery should be well integrated into the school setting, making treatment providers and school staff partners in creating a healthy environment for all children.
- All services rendered must follow the mandate to be least intrusive, least restrictive, and responsive to the individual needs of the child within the school setting.

District Supervisor:

Clinical Director, Psychology and Learning center:

Resolution 2019-15

**A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE
CENTRAL VALLEY SCHOOL DISTRICT APPROVING A FLEXIBLE
INSTRUCTION DAY PLAN AS PROPOSED BY THE ADMINISTRATION**

WHEREAS, the School Board recognizes that Act 64 of 2019 amended the Public School Code of 1949 to include Section 1506; and

WHEREAS, Section 1506 of the Public School Code of 1949 permits the development of a Flexible Instruction Day (“FID”) program, enabling the public school entities to meet the 180 instructional day requirement of section 1501; and

WHEREAS, the FID program must be approved by the local School Board of Directors prior to acceptance by the Pennsylvania Department of Education (“PDE”); and

WHEREAS, the Central Valley School District, being a public school entity according to Act 64 of 2019, has developed and wishes to enact an FID program for the 2020-2021 academic year; and

WHEREAS, the Central Valley School District Administration has presented the proposed FID program to the School Board at its duly advertised public meeting held Thursday, June 18, 2020.

NOW, THEREFORE, be it resolved by the Central Valley School District Board of School Directors a follows:

- 1. The FID program presented to the School Board to be enforced for the next three (3) consecutive school years as detailed in the paragraphs above is hereby approved.**

RESOLVED this _____ day of _____, 2020

ATTEST:

CENTRAL VALLEY SCHOOL DISTRICT

Secretary

President



Fwd: Retirement

1 message

ATTACHMENT K

Perry, Nicholas <nperry@centralvalleysd.net>
To: Colleen Kearns <ckearns@centralvalleysd.net>

Thu, May 28, 2020 at 1:04 PM

Not sure if I sent this to you. June agenda.

----- Forwarded message -----

From: **Cornelius, John** <jcornelius@centralvalleysd.net>

Date: Fri, May 22, 2020 at 1:05 PM

Subject: Retirement

To: Nicholas Perry <nperry@centralvalleysd.net>

Cc: Shawn McCreary <smccreary@centralvalleysd.net>, Mark Vukovcan <mvukovcan@centralvalleysd.net>, Carla Kosanovich <ckosanovich@centralvalleysd.net>

Dr. Perry and members of the Central Valley School Board;

I am writing this letter to inform you that it is my intention to retire from teaching at the close of the 2019-2020 school year. Please accept this letter as my notice to resign from the district at the end of the year, with my last day of service being June 16th which is the last day of our contracted year. It has been my honor and privilege to have served the students and families of the Monaca and Central Valley communities for the last 28 years. I will cherish the memories I have created and want to thank you for the opportunity to spend so much of my life in a profession I love.

Sincerely

John Cornelius