



CENTRAL VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION
JUNE 17, 2021 – 7:00 PM
CENTRAL VALLEY HIGH SCHOOL CAFETERIA

Voting Session Agenda

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

II. ROLL CALL

_____ Mr. Ambrose	_____ Mr. O’Neill
_____ Ms. Belcastro	_____ Mr. Ross
_____ Mr. Bloom	_____ Dr. Unis
_____ Mr. King	_____ Mr. Zaritski
_____ Mr. Mowad	

ROUTINE ITEMS

III. PUBLIC COMMENTS ON AGENDA ITEMS

IV. MINUTES

1. To approve the Voting Session Minutes from May 20, 2021. **Attachment A**

Action required on items 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 2021 General Fund Payments in the amount of \$2,302,389.53.
Attachment B
 2. Confirm the May 2021 Cafeteria Fund Payments in the amount of \$47,877.25.
Attachment C
 - B. REPORT --
 1. To approve the May 2021 Berkheimer Report. **Attachment D**

Action required on item 1:

Motion by Second by
Motion:

AGENDA ITEMS

A. BOARD/POLICY ITEMS – Ms. Belcastro, Chairperson

1. To approve the appointment of Tom King as Treasurer of the Central Valley School Board for a term of one (1) year: July 1, 2021 through June 30, 2022 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: MaryJo Wood, Jennifer Jones, Julie Shamitko, and Aimee Spicuzza.

Action required on items 1 & 2:

Motion by Second by
Motion:

B. NEGOTIATION ITEMS – Mr. O’Neill, Chairperson

C. EDUCATION ITEMS – Mr. Ross, Chairperson

1. 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, 2021 through June 30, 2022. **Attachment E**
2. To approve and Agreement with Trend Services to provide physical therapy services at a rate of \$71.86/hour for the 2021-2022 school year. **Attachment F**
3. 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 2021-2022 school year pending approval by the solicitor. **Attachment G**
4. 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 for the 2021-2022 school year at a rate of \$50 per hour; terms and conditions according to Agreement. **Attachment H**

Action required on items 1-4:

Motion by
Motion:

Second by

D. TECHNOLOGY – Mr. Mowad, Chairperson

1. To approve a five (5) year Maintenance and Support Agreement with Dagostino Electronic Services to commence July 1, 2021 through June 30, 2026 for a total of \$212,975.00 or \$42,595 per year. **Attachment I**

Action required on item 1:

Motion by
Motion:

Second by

E. ATHLETICS – Mr. King, Chairperson

1. To approve the resignation of Ray Fernandez, head girls’ softball coach effective immediately.
2. To approve the following Fall Coaching staff and stipends pending receipt, review and acceptance of all clearances:

Boys’ Soccer

Bradlee Humble	Head Varsity Coach	\$3,713.00
Jared Harden	Assistant Coach	\$1,485.00
Ruel Roberts	Middle School Head Coach	\$1,030.00
Steve Brenner	Volunteer HS Assistant	\$0
TBD	Volunteer MS Assistant	\$0

Girls’ Soccer

TBD	Head Varsity Coach	
TBD	Assistant Coach	
TBD	Middle School Head Coach	
TBD	Volunteer Assistant MS	\$0
TBD	Volunteer Assistant HS	\$0

Girls’ Volleyball

Candace Glumac	Head Varsity Coach	\$3,605.00
Justin Rubb	JV Coach / Assistant	\$1,133.00
Haley Dzumba-Rubb	Volunteer Assistant	\$0
Michael Glumac	Volunteer Assistant	\$0

Girls’ Tennis

Tim Casey	Head Varsity Coach	\$3,040.00
Roxanne Delon	JV Coach / Assistant	\$1,420.00
Duane Hardek	Volunteer Assistant	\$0

Cheerleading

Heather Semovoski	Head Varsity Coach	\$3,824.00
Stephanie Cruz	Assistant Varsity Coach	\$1,093.00
Brandy Miller	MS / JV Coach	\$984.00
Kristen White	Volunteer Assistant	\$0
Robin Neff	Volunteer Assistant	\$0

Girls’ Golf

Craig Morris	Head Varsity Coach	\$3,198.00
David Bell	Assistant Coach	\$1,491.00

Boys’ Golf

Craig Morris	Head Varsity Coach	\$3,292.00
David Bell	Assistant Coach	\$1,537.00
Tanner Houser	Volunteer Assistant	\$0

Cross Country

William King	Head Varsity Coach	\$4,776.00
Amy Young	Assistant Coach	\$1,073.00

Varsity Football

Mark Lyons	Head Varsity Coach	\$9,432.00
Larry DeVincentis	Offensive Coordinator	\$3,576.00
Wayne Tatalovich	Defensive Coordinator	\$3,120.00
Zach Turley	Assistant Coach	\$2,753.00
Tony Reda	Assistant Coach	\$2,753.00
Scott Slater	Assistant Coach	\$2,295.00
Skyler Cron	Assistant Coach	\$2,295.00
Tyrone Dixon	Assistant Coach	\$2,228.00
John Barr	Quality Control	\$1,420.00
John Fiscus	Volunteer Assistant	\$0
John George	Volunteer Assistant	\$0
Preston Cron	Volunteer Assistant	\$0

7th / 8th Grade Football

David Kramer	Head MS Coach	\$2,688.00
Cecil Brazos	Assistant Coach	\$1,238.00
Craig Musgrave	Assistant Coach	\$1,167.00
Gene St. Clair	Volunteer Assistant Coach	\$0
Michael Bendekovic	Volunteer Assistant Coach	\$0
William "BJ" Powell	Volunteer Assistant Coach	\$0

MS Girls' Basketball

Chris Raso	Head 7th Grade Coach	\$1,000.00
Samantha Giannetti	Head 8th Grade Coach	\$1,093.00
TBD	Volunteer Assistant Coach	\$0

Action required on items 1&2:

Motion by Second by
Motion:

F. EXTRA CURRICULAR ACTIVITIES – Dr. Unis, Chairperson

G. BUILDINGS AND GROUNDS – Mr. Zaritski, Chairperson

1. To approve the Capital Project To Do List of Recommendations from the Building and Grounds Committee not to exceed \$141,000. **Attachment J**

Action required on item 1:

Motion by
Motion:

Second by

□

H. PERSONNEL ITEMS – Mr. Bloom, Chairperson

1. To approve the retirement of Suzanne DiPietrantonio, high school teacher, effective June 4, 2021. **Attachment K**
2. To approve the retirement of Andrea Magnifico, first grade teacher, effective June 4, 2021. **Attachment L**
3. To approve the retirement of Sandra Reigel, high school teacher, effective June 4, 2021. **Attachment M**
4. To approve the retirement of Karen Roper, high school teacher, effective June 9, 2021. **Attachment N**
5. To approve the resignation of Madyson Berarducci, paraprofessional, effective June 4, 2021. **Attachment O**
6. To approve the addition of Sue Davis, paraprofessional, to the personnel for Extended School Year (ESY) paid by her hourly rate pending receipt, review and acceptance of all clearances.
7. To approve the following personnel for band positions pending receipt, review and acceptance of all clearances:

Supplemental Band

Wendy Lewis	HS Band Director	\$5,971
Tori D’Angelo	Assistant Director	\$2,030
TBD	Assistant Director	
Amanda Poleti	Color Guard/Majorette Sponsor	\$1,970
Wendy Lewis	MS Band Director	\$1,133

Summer Positions

Austin Petrella	Summer Instructor A	\$412
TBD	Summer Instructor A	
TBD	Summer Instructor B	
Cameron McCracken	Summer Instructor B	\$100
Casey Reinstadtler	Summer Instructor B	\$103
Nicholas Schmidley	Summer Instructor B	\$100
Devin Meskow	Summer Instructor B	\$100
Natalie Manning	Volunteer	\$0

8. To approve an intermittent FMLA request for a custodian from June 21, 2021 to June 17, 2022.
9. To approve Casey Reinstadtler as an elementary teacher, Step 2 Bachelor’s Degree, in accordance with the CVEA Agreement, effective August 24, 2021 pending receipt, review and acceptance of all clearances.

10. To approve Emily Geary as a special education teacher, Step 2 Bachelor's Degree, in accordance with the CVEA Agreement, effective August 24, 2021 pending receipt, review and acceptance of all clearances.
11. To approve Justine Crawford as a special education teacher, Step 1 Bachelor's Degree, in accordance with the CVEA Agreement, effective August 24, 2021 pending receipt, review and acceptance of all clearances.

Action required on item 1-11:

Motion by Second by
Motion

I. FINANCE ITEMS – Mr. Ambrose, Chairperson

1. To approve the adoption of the Final General Budget for the 2021/2022 school year, this includes revenues of \$39,837,960 and expenditures of \$39,150,715.

2. To approve the following supporting taxes/Resolutions for the 2021/2022 school year:

Real Estate	64.65 mills (4.3% increase or 2.67 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 2021-01, Authorizing Homestead and Farmstead Exclusion real estate tax assessment reductions beginning July 1, 2021 under the provision of the Homestead Property Exclusion Program Act and the Taxpayer Relief Act. **Attachment P**

5. To approve the following insurance coverage policies provided through Jack L. Bonus Insurance effective July 1, 2021.

<u>Company</u>	<u>Coverage</u>	<u>Premium</u>
Utica National	Commercial Package Business Auto Umbrella	\$116,812

6. To approve the premium of \$122,147 for Workers' Compensation Insurance Coverage with Housing Redevelopment Insurance Exchange effective July 1, 2021.

Action required on item 1-6:

Motion by Second by
 Motion:

J. SUPERINTENDENT’S ITEMS/COMMENTS

K. BOARD MEMBERS’ COMMENTS

L. PUBLIC 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 20, 2021 – 7:00 PM
CENTRAL VALLEY HIGH SCHOOL CAFETERIA

Voting Session Agenda

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		

- Also present: Dr. Perry, Mr. Halesey and Mr. Maly

ROUTINE ITEMS

III. PUBLIC COMMENTS ON AGENDA ITEMS Exhibit A

- There were three (3) comments at this time. Mr. Halesey read each question and Dr. Perry responded to each one individually.

IV. MINUTES

1. To approve the Voting Session Minutes from April 22, 2021. **Attachment A**

Action required on items 1:

Motion by Mr. Bloom 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 2021 General Fund Payments in the amount of \$3,661,611.84 .
Attachment B

2. Confirm the April 2021 Cafeteria Fund Payments in the amount of \$54,752.39.
Attachment C

B. REPORT --

1. To approve the April 2021 Berkheimer Report. **Attachment D**

Action required on item 1:

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

AGENDA ITEMS

A. BOARD/POLICY ITEMS – Ms. Belcastro, Chairperson

1. To approve the revised Policy 626 - Federal Fiscal Compliance. **Attachment E**

Action required on item 1:

Motion by Mr. Zaritski Second by Mr. O'Neill
Motion: Carried 8 Yes, 0 No

B. NEGOTIATION ITEMS – Mr. O’Neill, Chairperson

C. EDUCATION ITEMS – Mr. Ross, Chairperson

1. To approve the projected 2021 Graduation List for the Central Valley High School. **Attachment F**
2. To approve updates to the High School and Middle School Programs of Study for the 2021-2022 school year. **Attachment G**
3. To approve a two-year Agreement between Caring Foundation and Central Valley School District for school-based peer support for grieving children and adolescents. **Attachment H**
4. To approve/confirm the released time/staff development requests:

Conference – Location	Individual	Date
AAC Talks & Making Connections, PaTTAN Webinar	Courtney Mottes	5/14/2021
Schools to Watch Training, State College, PA	Jennifer Jones	7/11 & 7/12/2021

Action required on items 1-4:

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

D. TECHNOLOGY – Mr. Mowad, Chairperson

Discussion:

- Mr. Mowad announced that he had met with Dr. Perry and Mr. Eimiller to discuss District wide technology, and everything will be shared with the entire Board soon.

E. ATHLETICS – Mr. King, Chairperson

1. To approve the following summer conditioning programs beginning June 7, 2021 through August 13, 2021 at a stipend of \$10 an hour not to exceed 60 total hours:

Boys' Basketball	- Brandon Ambrose
Girls' Basketball	- Chris Raso
Cross Country	- Bill King
Football	- Mark Lyons
Boys' Soccer	- Bradlee Humble
Girls Soccer	- William Pfeifer
Volleyball	- Candace Glumac
Cheerleading	- Heather Semovoski
Girls' Tennis	- Tim Casey

2. To approve Medic Rescue to provide emergency medical transportation for the Central Valley School District as per agreement at an annual fee of \$3,400.00. **Attachment I**

Action required on items 1:

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

F. EXTRA CURRICULAR ACTIVITIES – Dr. Unis, Chairperson

FYI– Field Trips

Destination	Group	Date
Robert Morris University	Bots IQ	5/25/2021
CVHS	Grade 8 Students	5/25/2021
CVMS	Grade 5 Students	6/2 & 6/3/2021

G. BUILDINGS AND GROUNDS – Mr. Zaritski, Chairperson

1. To approve/confirm the following Building Usage requests pending final approval from the Superintendent regarding the review of the Organizations Health and Safety Plan as well as Liability Waiver sign off.

Building	Organization	Date	Purpose
HS Baseball Field	CVEI Summer Baseball	5/17 – 7/24/2021	Legion & Colt baseball
MS Gymnasium	CV Girls' Basketball Boosters	5/18 – 7/1/2021 (Tues/Wed/Thurs)	Sumer Basketball league
HS Gymnasium	CV Volleyball Boosters	6/14 – 6/17/2021	Volleyball Camp
HS Football Field	Penn Ohio-MAC Football Coaches	6/14 – 6/16/2021 6/21 – 6/23/2021	Practice for annual all-star game
Any HS or TL Gymnasium*	CV Basketball	6/21 – 6/24/2021	Triple Threat Basketball Camp
TL Football Field	CV Lil Warriors	5/2021 – 12/2021	Football and Cheer Season
Monaca Stadium	BCCTC	5/21/2021	CTC Commencement

*Based on availability

Action required on item 1:

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

Discussion:

- Mr. Zaritski said there was a Building and Grounds committee meeting. The capital projects and summer projects were discussed, updates will be forthcoming.

□

H. PERSONNEL ITEMS – Mr. Bloom, Chairperson

1. To approve the following personnel for Extended School Year (ESY) pending receipt, review and acceptance of all clearances:

Teachers

Krista DiBiagio	\$20/hr.
Chelsea Costello	\$20/hr.
Julie Rosensteel	\$20/hr.
Kaylie Szuchy	\$20/hr.

Paraprofessional -to be paid their hourly rate

Erika Morris
Patti Conkle

Action required on item 1

Motion by Mr. Bloom Second by Mr. Zaritski
Motion Carried: 8 Yes, 0 No

I. FINANCE ITEMS – Mr. Ambrose, Chairperson

1. To approve to exonerate Berkheimer from collection of unpaid 2020 Center Real Estate Taxes in the amount of \$405,215.92 and penalty of \$20,260.98; Victoria Leininger from collection of unpaid 2020 Potter Real Estate Taxes in the amount of \$20,828.88 and penalty of \$1,041.45; and Virginia DiBacco from collection of unpaid 2020 Monaca Real Estate Taxes in the amount of \$188,034.64 and penalty of \$9,416.47. The unpaid 2020 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 2021-2022 school year: (Reflects 5.0% increase)

Single	\$728
Husband/Wife	\$1,858
Parent/Child	\$1,983
Family	\$2,033

3. To approve a one-year renewal with Guardian Dental for the 2021-2022 school year, monthly rates are as follows: (Reflects 2.83% decrease)

Single	\$38.33	Husband/Wife	\$68.49
Parent/Child	\$66.62	Family	\$105.52

4. To approve a two-year renewal with Vision Benefits of America for the 2021-2022 and 2022-2023 school years, month rates are as follows: (Reflets no increase)

Single:	\$6.35
Family:	\$12.30

5. To approve the adoption of the Preliminary/Proposed Final General Fund Budget for the 2021-2022 school year, this includes revenues of \$39,837,959 and expenditures of \$39,150,715. 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 2.67 millage tax increase.

Action required on item 1-5:

Motion by Mr. Ambrose
Motion: Carried 8 Yes, 0 No

Second by Mr. Mowad

J. SUPERINTENDENT'S ITEMS/COMMENTS - None

K. BOARD MEMBERS' COMMENTS

- Mr. O'Neill had a question about setting aside monies for HVAC & heating, plumbing and electric issues that are inevitable in the future? Mr. Maly responded with an overview of the capital reserve funding gave a how the Board had decided upon monies being placed into that fund for the last several years. He reminded the Board that money placed into the reserve cannot be moved to other areas. Mr. O'Neill asked if we could have monies labeled for each school? Mr. Maly said it doesn't matter what building the funds are used for; however, it just must be a capital project item. Mr. Zaritski asked where we stand going forward with this fund and Mr. Maly responded that he will be able to know exactly where our budget stands the end of June and it can be explored at that time.
- Mr. Mowad sent kudos to Mrs. Whipkey, Mr. Vukovcan, and Mr. McCreary for a nice Academic Excellence event. He also gave a great job to the students in that 40% of the Senior class qualified for the honor.
- Mr. Ambrose offered congratulations to track team member, Miles Walker, on his achievements in the 100 Meter and Long Jump. It was noted by other Board members that several other student athletes also did very well in the WPIAL track meet and kudos was given to all those that participated.

L. PUBLIC COMMENTS – Exhibit B

- Dr. Perry responded immediately to the last two questions. He said that his job was not in jeopardy at any time. The main focus was to keep our kids in school during COVID. The Attestation was an order from the governor and the Department of Education providing guidelines should our COVID numbers put our status in jeopardy. The intent of the Attestation was to keep children in school, there was no financial incentive.
- It was discussed by the Board that in person meetings will begin at the June meeting pending no changes by the governor or CDC. The meetings will; however, continue to be livestreamed. There will no longer be a way to submit questions during the meeting.
- Mr. Halesey, solicitor, addressed that there is a legal process to request information and it begins with the completion of proper paperwork. He also addressed that the only way the Superintendent's credentials would have been in jeopardy were if there was a direct violation of the Attestation.

ADJOURNMENT

1. To adjourn the meeting.

Action required on item 1:

Motion by Mr. Bloom
Motion: Carried 8 Yes, 0 No

Second by Mr. Mowad

Fund Accounting Check Summary

MAX - From 05/01/2021 To 05/31/2021

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00035768	21ST CENTURY CYBER CHARTER SCHOOL	JUNE 2-REG/1-SE.....		3,746.38
00035721	AGORA CYBER CHARTER SCHOOL	MAY 4-REG/1-SE.....		5,673.86
00035722	ALAM'S HOME & HARDWARE	APRIL MS.....	APRIL MAINT.....	631.66
00035679	ALLEGHENY MOUNTAIN RESEARCH	MS 6-MO AHERA SURVEILLANCE.....	HS 6-MO AHERA SURVEILLANCE.....	500.00
00035769	ALL SEASON LINEN & MAT SERVICE	BLACK MATS.....		684.00
00035723	AOT, INC	APRIL ELEM.....	APRIL MS/HS.....	12,569.26
00035680	APPLE	REPAIR PASQUALE.....	REPAIR MCMULLEN.....	794.00
00035724	APPROVED TOILET RENTALS	05/06-06/02 HS.....		557.00
00035725	BACK ON TRACK	#10 EAP.....		645.00
00035695	JAMES BATTAGLIA	04/26 JV BASEBALL.....		55.00
00035790	JOSEPH BELOZYK	05/13 JV BASEBALL.....		55.00
00035770	BERINGER'S PARTY RENTAL	CARNIVAL RENTALS BAL DUE.....		1,500.00
00035681	BRODHEAD MINI STORAGE	FEB/MAR/APRIL STORAGE FEE.....		300.00
00035771	BSN SPORTS, LLC	NAVY HOODIES MED/LRG.....		184.00
00035808	BSN SPORTS, LLC	BASES/DOUBLE FIRST BASE.....		1,000.00
00035727	BUTLER GAS PRODUCTS	APRIL TL NURSE.....		37.50
00035728	BVIU - SPS/EI	EARLY INTERVENTION 3-TOTAL.....		9,507.00
00035772	BVIU - NPS/TITLE I	TITLE 1 FATIMA 3-TOTAL 20-21.....		8,149.00
00035773	BVIU - SPS	#3 ELEM REVISED ENROLLMENT.....	#3 MS/HS REVISED ENROLLMENT.....	796.00
00035774	CANON FINANCIAL SERVICES	JUNE CONTRACT.....		7,987.00
00035710	RICHARD CAPPELLO	04/27 MS SOFTBALL (GAME & 1/2)....		83.00
00035683	CASTLE MAINTENANCE PRODUCTS	TL SUPPLIES.....	MS SUPPLIES.....	3,326.11
00035729	CASTLE MAINTENANCE PRODUCTS	MS SUPPLIES.....	LABOR REPAIR CHARIOT.....	1,095.31
00035809	CASTLE MAINTENANCE PRODUCTS	HS SUPPLIES.....		1,760.11
00035684	CENTER 4 STORAGE	MAY FEE.....		90.00
00035777	CENTER QUICK LUBE	MG1359A OIL CHANGE.....		68.49
00035823	SAM CERCOE	TRAVEL MAC AD MTG 05/13/21.....		41.50
00035732	CLARION AREA SCHOOL DISTRICT	4/9-4/16/21 RL CLARION PSYCH.....		416.16
00035687	CM REGENT, LLC	MAY LIFE.....	MAY LIFE AM.....	1,419.69
00035811	COLOR CENTER	CUSTOM COMMENCEMENT TIX.....		376.00
00035779	COLUMBIA GAS	03/16-04/14 MS.....	03/16-04/14 CG.....	2,094.97
00035780	COMBUSTION SERVICES	LABOR DAIKIN RTU-1A.....	LABOR SERVICE DOOR DC-109.....	2,032.50
00035812	COMBUSTION SERVICES	LABOR RBI HOT WATER HEATER.....	LABOR HVAC CONTROL SVC.....	7,412.58
00035733	COMCAST	05/08-06/07 TL.....		349.96
00035781	COMCAST	05/18-06/17 HS.....		549.83
00035813	COMCAST	05/24-06/23 MS.....		349.96

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Fund Accounting Check Summary

MAX - From 05/01/2021 To 05/31/2021

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00035782	COMCAST BUSINESS	MAY PHONES.....		890.88
00035734	COMMONWEALTH CHARTER ACADEMY	MAY 5-REG.....		4,818.67
00035814	CONSOLIDATED COMMUNICATIONS	05/16-06/15 CG.....		122.06
00035735	CRABTREE LAWN FERTILIZATION	BOYS FLD NITRO/CRABGRASS.....	GIRLS FLD NITRO/CRABGRASS.....	710.00
00035688	CROWN BENEFITS	MAY MEDICAL.....		287,761.00
	ADMINISTRATION			
00035783	CROWN BENEFITS	APRIL COBRA FEES.....		185.00
	ADMINISTRATION			
00035736	CRYSTAL SPRINGS	TL NURSE.....		72.86
00035778	CENTRAL SUSQUEHANNA	4/13 START DATES-4/26 PSERS.....		113.17
	INTERMEDIATE UNIT			
00035682	C&S SPORTS	SHIRTS FOR UNIFIED TRACK.....		149.75
00035689	CTW & SA	03/11-04/10 HS.....	03/11-04/10 CG.....	2,643.73
00035784	CUMMINS BRIDGEWAY, LLC	LABOR FAULTY TRANSF SWITCH.....		552.91
00035685	CENTRAL VALLEY SCHOOL	ONLINE PROM TIX/SHIRT SALES.....		8,875.00
	DISTRICT			
00035730	CENTRAL VALLEY SCHOOL	JERSEY MIKE CK FOR S/A CLUBS.....		1,838.49
	DISTRICT			
00035810	CENTRAL VALLEY SCHOOL	ONLINE SR BANQUET TIX SALES.....		1,700.00
	DISTRICT			
00035686	CENTRAL VALLEY SCHOOL	LUNCH HI/LOW.....	REG/NEEDY BREAKFAST.....	74,685.52
	DISTRICT			
00035731	CENTRAL VALLEY SCHOOL	05/07 STAFF APPREC LUNCHEON.....	HS BREAKFAST TCHR APPREC.....	2,551.90
	DISTRICT			
00035696	JIM DEWEESE	04/28 JR HIGH BASEBALL.....		55.00
00035799	PATRICK DICICCO	20-21 ALLOWANCE.....		80.00
00035815	DIRECT ENERGY BUSINESS	APRIL MS.....	APRIL CG.....	1,038.88
00035699	KEITH DIRUSCIA	04/27 V BASEBALL.....		76.00
00035702	MICHAEL DOMYANCIC	04/26 MS SOFTBALL.....		55.00
00035785	DR. MICHAEL DRAGONJAC, DMD	CG 39-DENTAL EXAMS @ \$4/each.....	TL 28-DENTAL EXAMS @ \$4/each.....	312.00
00035747	MARLENE DUDO	GRAD BALLOON CLUSTERS 6/4.....		450.00
00035786	DUQUESNE LIGHT COMPANY	05/06 HS.....	05/09 CG.....	23,740.86
00035816	DUQUESNE LIGHT COMPANY	05/17 MS.....	05/18 IND AVE STADIUM.....	3,360.22
00035711	ROBERT EMES	04/26 MS SOFTBALL.....		55.00
00035756	ROBERT EMES	05/11 MS SOFTBALL.....		55.00
00035788	FACILITIES MANAGEMENT	MAY MAINT MANAGER.....		9,515.67
	SYSTEMS, INC.			
00035758	SANDRA FERRINGER	05/05 V SOFTBALL.....		76.00

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Fund Accounting Check Summary

MAX - From 05/01/2021 To 05/31/2021

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00035766	WILLIAM FIEDLER	REIMB VULCAN WELDER+WARR.....		1,000.00
00035740	GRAMMARLY INC.	GRAMMARLY EDU K-12.....		2,500.00
00035737	DAVID GREER	05/06 V BASEBALL.....		76.00
00035691	GUARDIAN	MAY DENTAL.....		15,362.26
00035817	GUY'S MECHANICAL SYSTEMS, INC	CG DUAL CHECK INSTALLATION.....		4,600.00
00035738	DR. STEPHEN HAGBERG, MD	APRIL 10-CERTS.....		100.00
00035697	JOE HAMILTON	ASSIGN TRACK.....		100.00
00035692	HARTFORD PRIORITY ACCOUNTS	MAY ACCIDENT.....		323.91
00035693	HERITAGE VALLEY SEWICKLEY	K-12 HEARTSAVER AED CARD.....		2.75
00035791	JULIE HILTZ	REIMB CARNIVAL PRIZE GAMES.....		26.50
00035717	TOM HOUSE	04/27 V BASEBALL.....		76.00
00035804	TOM HOUSE	05/11 V BASEBALL.....		76.00
00035776	CAROL HUFNAGLE	REIMB GROCERIES FCS.....		599.30
00035741	INSIGHT PA CYBER CHARTER SCHOOL	MAY 3-REG.....		2,891.21
00035694	INSTRUMENTALIST AWARDS LLC	LEWIS MUSIC.....		239.00
00035742	INTEGRATED THEATER SYSTEMS, LTD	REPAIR ION CONSOLE/UNISON.....		1,437.67
00035819	JOHNSTONE SUPPLY	REFRIGERANT R22.....	FILTERS.....	1,931.00
00035820	JOSTENS	ADMIN GOWN/HOOD RENTALS.....	FACULTY GOWN/HOOD RENTALS.....	1,119.50
00035700	KELLY SERVICES, INC.	SUBS WEEK ENDING 04/25/21.....	SUBS WEEK ENDING 04/18/21.....	21,539.28
00035792	KELLY SERVICES, INC.	SUBS WEEK ENDING 05/02/21.....	SUBS WEEK ENDING 05/09/21.....	23,026.50
00035701	LEADER SERVICES	APRIL SVCS.....		163.10
00035793	LENNY LEIPER	05/11 V BASEBALL.....		76.00
00035805	WENDY LEWIS	REIMB 3-COLOR GRD JUDGES.....		150.00
00035821	LINCOLN PARK PERFORMING ARTS CHARTER SCHOOL	MAY 36-REG/4-SE.....		41,970.17
00035794	LOWE'S BUSINESS ACCOUNT	CHAIN LINK/TERMINAL POSTS.....	MUSICAL SUPPLIES.....	995.87
00035807	BARB MAGNOTTA	SUB NURSE HS 05/21/21.....		80.00
00035795	MAIELLO, BRUNGO & MAIELLO, LLP	APRIL PROF SVCS.....	MAY RETAINER.....	5,362.00
00035748	MCCREARY LAWNCARE & LANDSCAPE	APRIL SVCS.....		1,645.00
00035745	JULIE SHAMITKO	REIMB SUPPLIES/REWARDS.....	REIMB DRAWSTRING BAGS.....	289.42
00035739	GORDON MILLER	05/11 MS SOFTBALL.....		55.00
00035704	MOMENTS THAT MATTER, LLC	PIAA STATE FB CHSHIP MEDALS.....		1,490.00
00035705	NICOLE MORELLI	REIMB PEAT POTS FOR SEEDING.....		38.24
00035749	MRS PHYSICAL THERAPY	APRIL SVCS.....		3,234.00

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

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Fund Accounting Check Summary

MAX - From 05/01/2021 To 05/31/2021

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00035797	PA CYBER CHARTER SCHOOL	MAY 44-REG/12-SE.....		64,339.87
00035822	PA LEADERSHIP CHARTER SCHOOL	MAY-JUNE 1-REG/2-SE.....		8,239.36
00035798	PA TURNPIKE TOLL BY PLATE	4/19 376/E30-4/13 ALLEG/WARR.....	4/19 376-E30.....	19.40
*PY051421	PAYROLL ACCT	5/14 P/R TRF.....		630,975.86
*PY052821	PAYROLL ACCT	5/28 P/R TRF.....		632,882.88
00035800	PEOPLES GAS	APRIL HS.....	APRIL TL.....	5,459.45
00035750	PESTCO PROFESSIONAL SERVICES, LLC	AIR FRESHENERS.....		370.50
00035801	PESTCO PROFESSIONAL SERVICES, LLC	AIR FRESHENERS.....		370.50
00035751	PETROLEUM TRADERS CORPORATION	7014 GALS DIESEL RHODES.....		12,898.75
00035698	JOHN PFEIFER, SR.	04/26 V SOFTBALL.....		76.00
00035744	JOHN PFEIFER, SR.	05/06 V SOFTBALL.....		76.00
00035789	JOHN PFEIFER, SR.	05/17 V SOFTBALL.....		76.00
00035743	JOHN M. PFEIFER, JR.	05/05 V SOFTBALL.....		76.00
00035752	PREVENTION NETWORK	CLASS ACAD MAY KZ.....		1,541.09
00035678	AARON PRITCHARD	04/26 JV BASEBALL.....		55.00
00035753	PURCHASE POWER	4/27 REFILL 2/12-5/11 RENTAL.....		2,056.00
00035707	QUESTEQ	MAY ETM.....		22,531.50
00035709	REACH CYBER CHARTER SCHOOL	APRIL 4-REG/1-SE.....		5,673.85
00035754	REACH CYBER CHARTER SCHOOL	MAY 4-REG.....		5,673.86
00035708	R.J. RHODES TRANSIT	APRIL REG CONTRACT SVC.....	APRIL S/E CONTRACT SVC.....	210,522.94
00035759	SCOTT ELECTRIC	LED LIGHTS.....	DAMAR LIGHTS.....	499.42
00035818	JOHNSON CONTROLS FIRE PROTECTION LP	LABOR TROUBLESHOOT FACP.....	LABOR T-TAP LOCKER ROOM.....	2,184.05
00035713	SNOWY WHITE DRY CLEANERS	DRY CLEAN BAND UNIFORMS.....		2,917.50
00035824	SNOWY WHITE DRY CLEANERS	PRESS BRD MEMB GOWN/HOOD.....		403.00
00035760	SPORTING GOODS, INC	SOFTBALL UNIFORMS.....	BASEBALL SUPPLIES.....	14,199.00
00035712	SECURITY SYSTEMS OF AMERICA	MAY ALARMS.....		119.85
00035714	STAPLES CREDIT PLAN	CG HP INK.....	SP ED/REGIST NEW SHREDDER.....	1,732.08
00035706	NICOLE SUHAYDA	REIMB ITEMS POSITIVE BEHAVIOR.....		102.54
00035715	SUNBELT STAFFING	CG SPEECH SUB 4/19-23 E.KING.....		2,751.25
00035761	SUNBELT STAFFING	CG SPEECH SUB 4/26-30 E.KING.....		2,751.25
00035802	SUNBELT STAFFING	CG SPEECH SUB 5/3-7 E.KING.....		2,662.50
00035825	SUNBELT STAFFING	CG SPEECH SUB 5/10-14 E.KING.....		2,751.25
00035716	T-MOBILE	03/21-04/20 MOBILE INTERNET.....		1,500.00
00035703	MIKE TATKO	04/26 V SOFTBALL.....		76.00
00035796	MIKE TATKO	05/17 V SOFTBALL.....		76.00

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

Fund Accounting Check Summary

MAX - From 05/01/2021 To 05/31/2021

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00035803	THE EDUCATION CENTER AT THE WATSON INSTITUTE	APRIL ED/SPEECH CB.....		1,227.50
00035762	THE YORKE AGENCY, INC	C.KEARNS BOND EXP 06/05/22.....		250.00
00035826	THREADZ & INK	BRAVE WARRIOR SHIRTS.....		270.00
00035763	TRI-STATE WATERS	BO/ADMIN.....	DISTILLED WATER HS CHEM LAB.....	182.50
00035827	TRI-STATE WATERS	MS NURSE.....		19.50
00035755	RICH TURIAN	TL SUPPLIES.....		568.11
00035764	UGI ENERGY SERVICES, LLC	03/11-04/12 HS.....	03/11-04/12 TL.....	4,338.09
00035828	UGI ENERGY SERVICES, LLC	04/12-05/11 HS.....	04/12-05/11 TL.....	3,813.29
00035829	UNIFIRST CORPORATION	UNIFORMS.....		3,756.85
00035690	FRANK VAN OUDENHOVE	04/28 JR HIGH BASEBALL.....		55.00
00035718	VERIZON	04/25-05/24 MS.....		42.14
00035830	VERIZON	05/16-06/15 HS.....		666.47
00035719	VISION BENEFITS OF AMERICA	MAY VISION.....		2,338.65
00035787	ED WALKER	05/13 JV BASEBALL.....		55.00
00035720	WASTE MANAGEMENT	MAY CG.....	MAY HS.....	5,450.29
00035775	CARDMEMBER SERVICE	ELISA SP ED FLASHCARDS.....	DOLPH (6) MS YEARBOOKS.....	998.09
00035765	WESTERN PA SCHOOL FOR BLIND CHILDREN	APRIL SVCS.....		1,788.50
00035806	WEX BANK	04/16-05/13 GAS SHELL.....		939.97
00035757	ROY WHITE	05/11 MS BASEBALL (GAME &1/2).....		83.00
00035726	BILL WEIGAND	05/06 V SOFTBALL.....		76.00
00035767	ZIONS BANK	SERIES 2017 GOB ANNUAL FEE.....	SERIES 2018 GOB ANNUAL FEE.....	800.00
00035746	MARK ZUCHELLI	05/06 V BASEBALL.....		76.00

10-GENERAL FUND

2,302,389.53

Grand Total Manual Checks :	1,263,858.74
Grand Total Regular Checks :	1,038,530.79
Grand Total Direct Deposits:	0.00
Grand Total Credit Card Payments:	0.00
Grand Total All Checks :	2,302,389.53

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

c - Credit Card Payment

Fund Accounting Check Summary

CAFETERIA - From 05/01/2021 To 05/31/2021

facksmc

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00001705	AIS COMMERCIAL PARTS & SERVICE	LABOR COMBI STEAMR/OVEN GAS.....		135.00
00001709	REBECCA ARMUTAT	KURT LUNCH REFUND.....		30.40
00001699	JOHNENE BOGARD	EMILY LUNCH REFUND.....		42.81
00001693	CM REGENT, LLC	MAY LIFE.....		9.75
00001694	CROWN BENEFITS ADMINISTRATION	MAY MEDICAL.....		5,760.00
00001696	SHERI FRASER	20-21 ALLOWANCE.....		80.00
00001695	GUARDIAN	MAY DENTAL.....		228.77
00001701	CHERYL HICKEY	CHRISTOPHER LUNCH REFUND.....		177.50
00001698	HOBART SERVICE	O RING + SHIPPING.....		36.30
00001703	HOBART SERVICE	OVERFLOW TUBE.....		143.96
00001707	HOBART SERVICE	BUSHINGS/PLUG/GASKET/VALVE.....		376.39
00001706	DEBRA MARTIN	GABRIELLE LUNCH REFUND.....		32.95
00001700	NUTRITION, INC.	04/17-04/23 FOOD SERVICE.....	04/10-04/16 FOOD SERVICE.....	40,630.74
00001692	CHERYL PICKRELL	20-21 ALLOWANCE LEFTOVER.....		29.99
00001704	PAM POWELL	20-21 ALLOWANCE.....		74.99
00001708	MELANIE STEFFLER	SETH LUNCH REFUND.....		1.25
00001702	CHERYL SUDAR	DANIKA LUNCH REFUND.....		49.55
00001697	VISION BENEFITS OF AMERICA	MAY VISION.....		36.90
			51-FOOD SERVICE/CAFETERIA	47,877.25
			Grand Total Manual Checks :	0.00
			Grand Total Regular Checks :	47,877.25
			Grand Total Direct Deposits:	0.00
			Grand Total Credit Card Payments:	0.00
			Grand Total All Checks :	47,877.25

* Denotes Non-Negotiable Transaction

- Payables within Check

P - Prenote

d - Direct Deposit

C - Credit Card Payment

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	256,472.55
Resident EIT from other TCDs	109,758.73
Non-Resident EIT for Political Subdivisions within TCD	0.00
Delinquent Earned Income Taxes Collected	<u>2,275.90</u>
Total Collections	368,507.18
Receipts:	
Investment Income	0.00
Cost Collected by Tax Officer	<u>154.00</u>
Total Receipts	154.00
Total Collections and Receipts	<u>368,661.18</u>
Distributions and Disbursements:	
Distributions:	
Distributions to PSD	<u>361,135.36</u>
Total Distributions	361,135.36
Disbursements:	
Taxpayer Refunds	1,549.87
Tax Officer Commissions on Collections	5,652.56
Investment Income Retained by Tax Officer	0.00
Postage Fees	169.39
Cost Retained by Tax Officer	<u>154.00</u>
Total Disbursements	7,525.82
Total Distributions and Disbursements	<u>368,661.18</u>

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (the "MOU") is effective this 1st day of August, 2021 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, 2021, and end on June 30, 2022, 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, 2022. 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: Shujuane Martin

(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: _____
Shujuane Martin, CEO/President

CONTRACT FOR STUDENT AND GENERAL OPERATIONS-RELATED SERVICES

This AGREEMENT is made and entered into this 1st Day of July 2021 by Trend Services, Inc. hereinafter referred to as "Trend" and Central Valley School District, hereinafter referred to as "District."

Whereas, it is the desire of both parties to make a provision for special services needed for its student(s) in accordance with the terms of this Agreement.

Therefore, in consideration for the mutual covenants expressed herein Trend and the District agree to the following terms and conditions:

1. RESPONSIBILITIES OF TREND

A. Qualifications of Personnel: The staff members supplied by Trend, will hold a current license, registration and/or certification to practice in Pennsylvania, if necessary, and will provide services pursuant to the applicable state laws.

B. Required Clearances: All criminal background reports required by 24 P.S §1-111. as amended, and the child abuse certification required by 23 Pa.C.S. §6344, as amended. The required clearances are those which are also required by the Child Protective Services Law (CPSL), 23 Pa.C.S. §6301 et seq. and so long as Trend and its employees are satisfying their obligations under the CPSL, Trend and its employees shall also satisfy the requirements of the School Code. The required clearances shall be obtained at the expense of Trend or its individual employees. All required reports and clearances must be submitted to the School contact person prior to performing any services under this Agreement. No payments shall be authorized unless all required reports and clearances have been received. Trend further agrees to notify the School within seventy-two (72) hours of learning of the arrest or conviction of any of its employees providing services under this Agreement during the term of the Agreement. Trend agrees to notify its employees providing services under this Agreement of their obligation to report an arrest or conviction to Trend. This Agreement may be terminated immediately if all required reports and clearances are not received or if any report or clearance indicates Trend or one of its employees providing services under this Agreement has been convicted of a disqualifying crime. Trend must also comply with the employment history review requirements of 24 P.S §1-111.1 if hiring an employee that will provide services directly to School students under this Agreement.

C. Service to be Provided: Trend will provide at the request of the district either daily or at a needs bases physical therapist or any other specially certified and trained individual to care for students each day that the student attends school. These services will be provided subject to the availability of the qualified staff. The services to be provided may also include but not be limited to: speech training, physical therapy, escorting students to and from the school, on the bus, and during the school day as identified and requested per the District. Upon execution of this Agreement, the District will provide Trend with a schedule of the school calendar, including all scheduled days off for the school year.

D. Confidentiality: Trend agrees to maintain the strict confidentiality as required by law of all student records.

E. Place of Performance: Trend will provide services primarily at the District's buildings and at other specified locations where the students will be during the school day. All services will be provided subject to the availability of a qualified Physical Therapist or subject to the availability of a qualified professional of an area of need by the district.

F. Insurance: Trend will maintain general liability coverage in the amount of \$1,000,000 per occurrence and professional liability coverage in the amount of \$1,000,000 per occurrence for any negligent acts or omissions of Trend employees, which may give rise to liability under this Agreement. The general aggregate amount for each should be at least \$3,000,000.

G. Workers Compensation Insurance: Trend will maintain Worker's Compensation insurance for its employees providing services to students.

H. Indemnification: Trend agrees to indemnify and hold harmless the District from all bodily injury and/or property damage claims arising out of the sole negligence of Trend acting through its directors, agents or employees.

I. Payment of Employees: Trend as Employer, will remain responsible for the payment of wages or other compensation, reimbursement of expenses, and compliance with Federal, State and local tax withholdings.

2. RESPONSIBILITIES OF THE DISTRICT

- A. Payment for Services: The District will compensate Trend for services rendered pursuant to this Agreement. Billing terms and compensation are detailed in Section III.
- B. Insurance: The district will maintain general liability insurance covering the negligent acts and omissions of District personnel which may give rise to liability under Agreement
- C. Indemnification: The District agrees to indemnify and hold harmless Trend from all bodily injury and/or property damage claims arising from any acts or omission of District personnel.
- D. Employment Status: The District understands and agrees that the Nurses are employees of Trend who serves the District as an independent contractor. Nothing in this agreement shall be construed to confer employee status on Trend personnel.

3. BILLING AND COMPENSATION

- A. The District agrees to compensate Trend at a rate of \$71.86 per hour, not to exceed 20 hours per week for physical therapy services as needed for students provided by Mindy Pasquale who is a certified physical therapist.
- B. Trend will provide the District with an itemized bill on a monthly basis. Each bill will itemize the name of the employee providing care, the date of service, and the type and length of service provided.
- C. The District agrees to pay the submitted bills within thirty (30) days of receipt.

4. ADDITIONAL TERMS

- A. Term and Termination: This Agreement takes effect on July 1, 2021 and will remain in effect through the 2021/2022 school term. This Agreement may be terminated by either party for any reason only by written notice to terminate within 60 days.
- B. Governing Law: This Agreement will be construed and governed in all respects according to the laws of the State of Pennsylvania.
- C. Relationship of the Parties: The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between parties.
- D. Assignment: This Agreement may not be assigned by either party, in whole or in part.
- E. Modification of Terms: No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- F. Notices: Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail to the other party, at the party's record address.
- G. Entire Agreement: This writing evidences the entire Agreement between the parties. There are no prior written or oral promises or representations.

ATTEST:

TREND SERVICES, INC.

By: _____

By: _____

Date: _____

Date: _____

WITNESS:

CENTRAL VALLEY SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

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 2021-2022 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:



6/13/2021

ATTACHMENT H

HEALTH CARE STAFFING AGREEMENT FOR SCHOOL SERVICES

THIS AGREEMENT (this "Agreement") is made and entered into beginning August 2021, for school year 2021-2022 and ending August 2022 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 2021-2022, and remain in effect through August 2022, 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: 6/4/21

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) **Date 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 Health Care of Pittsburgh Inc.

By: Tami Salley

Title: Tami Salley, Administrator

Date: 6/1/21



Service Level Agreement

Between

Dagostino Electronic Services Inc. (DES)

and

Central Valley School District (CVSD)

For

Tier One Support

**Submitted to: Ed Eimiller
Technology**

**Submitted by:
Joseph Wodarek
Dagostino Electronic Services
600 Mifflin Road
Pittsburgh, Pa 15207**

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This information is provided for the sole purpose of permitting evaluation of this SLA and shall be treated as confidential with no duplication or other disclosure of this information to any persons outside the group directly responsible for the evaluation of its contents without the prior written consent of DES, Inc. This restriction shall not limit or restrict the client to use information contained in such data if it is rightfully obtained from another source, is already in its possession, is independently generated, or is in the public domain. DES reserves the right to request that all copies of this document and supporting materials be returned by CVSD to DES at the conclusion of the evaluation process; provided, that if a contract is awarded to DES, Inc. as a result of or in connection with the submission of this data, the client and its designee shall have the right to duplicate or use this data or disclose the information contained therein to the extent provided in said contract.

Purpose

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between DES and CVSD to deliver specific support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of tier one support services to CVSD. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to CVSD.

Scope of Agreement

DES through DES representatives or manufacture representatives shall provide usual and customary maintenance service, subject to the terms and conditions hereinafter provided, to keep the Equipment in good working order while they are located in the above CVSD location of business. Such maintenance shall include:

Services Automatically Provided Under This Agreement

The following services are provided in response to the transfer of trouble tickets for tier one support from CVSD to DES:

1. **Corrective maintenance** – Unscheduled, on-call remedial maintenance, including adjustments and replacements of parts deemed necessary by DES to include:
 - **Technical Response** – allowing you access to our Technical Support Center
 - **Troubleshooting Assistance** – performed by our technical experts who access real-time configuration parameters, hardware and software revision levels, and port statistics for prompt resolution of technical issues.
 - **Replacement of Hardware** – Maintenance Services shall include replacement of parts deemed necessary by DES because of ordinary use of the Equipment by CVSD. All parts will furnished on an exchange basis. Exchanged parts removed from the Equipment become the property of DES. Replacement parts may be new or reconditioned to perform as new. For purposes of this Agreement, Equipment restored to good working order shall be defined as Equipment that will perform all functions as prescribed in the Manufacturer’s published specification for such Equipment as originally manufactured.
 - **Software Maintenance Patches** – allowing you access to software maintenance releases
2. **Ticket status updates**—DES will provide updates of CVSD’s problem tickets from its Pittsburgh Pa location, or remotely from other satellite support centers within DES.

Optional Support Specifically Covered Under This Agreement

The following services have been added and are provided under this agreement:

1. **Solutions Premier Services, SPS. (Formerly SES)**
2. SPS was initiated by the manufacture, Alcatel-Lucent, as a mandatory means to provide technical support to a broad and maturing installed base of OmniTouch Enterprise, OXE, Call Servers.

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3. SPS provides factory support for all software related issues up to and including hot fixes, bug fixes, patches, minor upgrades, and major upgrades.
4. DES Professional Services will provide upgrade services for major release that Alcatel-Lucent makes available, which normally occur at eighteen month intervals.

Services NOT Covered Under This Agreement

This agreement does not cover the following requests. Work performed outside the scope of this agreement will be billed at standard DES T&M rates. However, DES would be pleased to provide a separate statement of work or addendum to this SLA to address any of the following:

1. **Misuse** – Maintenance Services do not cover service of Equipment damaged by misuse, accident, modification, unsuitable physical environment, improper maintenance by CVSD, removal or alteration of Equipment or parts identification labels, or failure caused by a product for which DES is not responsible. Unless otherwise agreed, Maintenance Services do not cover services of Equipment alterations.
2. **Electrical** – Electrical work external to the Equipment, or maintenance of accessories, alterations, attachments, or other devices not supported by DES.
3. **Relocation** – Performing of services connected with the relocation of Equipment, or the addition or removal of accessories, attachments or other devices. Such service which is impractical for DES to render due to alterations in the Equipment.
4. **Evaluation of new software or hardware**—Evaluation or approval of new software or hardware for use within CVSD. This includes systems developed outside of CVSD, such as third-party systems, or systems developed by CVSD.
5. **Procurement of new software or hardware**—Procurement of new software or hardware for use within CVSD, or for use for CVSD at DES. All software or hardware required for DES's use to support CVSD's applications will be the responsibility of CVSD.
6. **On-call DES support management**—DES's support managers are not required to be on call. If at a later date CVSD requires the support manager to be on call for a specific purpose, or on a longer-term basis, then the DES support managers will be compensated at the standard on-call rate for tier one support staff, and CVSD shall be charged for this service.
7. **Software licensing**—DES will not provide software or licensing for software. CVSD will provide all software and licensing for software that is specific to an application.

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8. **Assistance with application usage**—Advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.
9. **Assistance with application environment support**—Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases.
10. **Assistance with application usage when unsupported or nonstandard hardware or software is involved**—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
11. **Perfective maintenance**—Defined as activities relating to enhancements to provide additional functionality to an application.
12. **New development**—Any change in a database or system that involves functionality not within the currently signed and approved release specification, even if the new functionality would seem to be an improvement over the old one.
13. **Modifications to original network specification**—Any functionality not specified in the current approved design specification. Changes in CVSD’s organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, CVSD should initiate a request for enhancement to update the system. It is highly recommended that CVSD manager and DES work closely together to anticipate future needs and prepare timely update of systems to accommodate CVSD's constantly changing business.
14. **Network monitoring**—Defined as periodic monitoring of production networks to assess network availability.
15. **Preventative maintenance**—Cleaning of fan trays, filters, and any other manufacturer recommended preventative maintenance

Products Covered -

This agreement is for services related to support requests concerning the production network detailed in this SLA.

- High School
- Middle School
- Elementary School
- Primary Center

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Changes to Service Level Agreement

Termination of Agreement

In the event that CVSD wishes to terminate this agreement, a 60-day written notice of intent to terminate must be delivered by CVSD to DES.

Amendment to Agreement

Any amendment to the Terms and Conditions of this agreement would require the approval of CVSD and DES management who signed this SLA. The amendment of the agreement would take place through an addendum to this SLA.

There will be an opportunity on a quarterly basis to make adjustments to this SLA. CVSD and DES should work together to make changes at that time.

New Applications

New hardware and versions implemented during the term of this agreement will move into CVSD's support model through CVSD's process. CVSD will be responsible for initiating and ensuring completion of the appropriate process. This hardware will be incorporated into the inventory of hardware supported. Changes to the inventory of hardware supported will be reviewed on a regular basis, and if need be, changes to the SLA will follow the process described in the Amendment to Agreement section above.

Levels of Effort

Levels of effort (LOE) to address problem tickets will be reviewed and adjusted accordingly for all new hardware and versions/enhancements implemented, or hardware decommissioned, during the term of this agreement. All changes will be conducted by DES and CVSD representatives, with an addendum made to this agreement.

Renewal of Agreement

This agreement will be renegotiated by CVSD and DES at the end of the term of this contract for the following year(s).

Processes and Procedures Related to This Agreement

Call Management Process

DES's problem-ticket system will be used by all support team levels to record and track all problem reports, inquires, or other types of calls received by tier one support. This provides CVSD with the ability to receive metrics with regard to this SLA.

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SLA Funding Agreement

Billing for services provided under this agreement will be accomplished through direct billing to CVSD under the terms and conditions of the appropriate Purchase Order raised for these services. The specific billing amount for direct support on a per-application basis is itemized in Appendix C.

This support SLA does not include funding for services not covered under this agreement.

Addenda

There are currently no addenda to this agreement. Any future addenda will be referenced here.

General Terms and Conditions

Term of Agreement

The term of this Agreement shall commence on the Commencement Date, shall continue for the complete term of 5-Years.

This Agreement may be terminated or individual equipment may be withdrawn from this Agreement if agreed upon in writing by both parties.. Termination for cause shall be allowed if CVSD is discontinuing use of the equipment, so withdrawn and CVSD shall include in such notice a statement to that effect. DES must be given notice of any withdrawn equipment or termination of Agreement not less than Sixty (60) days prior to such withdrawal date.

In order to maintain flexibility in Services offered, DES may change the terms of this Agreement by giving the CVSD three (3) months written notice. However, these changes are not retroactive. Changes apply as of the effective date specified by DES in notice given to CVSD. Otherwise, for a change to be valid, both CVSD and DES must sign change notice. Additional or different terms in any written communication from CVSD are void.

As part of this Agreement, DES is committing to provide a Maintenance Agreement for no less than five (5) years from Commitment date.

Disclaimers

This Agreement does not cover:

- Repair of damage or increase in service time resulting from use of Equipment other than the purpose for which they have been designated.
- Repair of damage or increase in service time resulting from repairs or adjustments made by other than DES or DES authorized representatives.
- Repair of damage or increase in service time resulting from failure to provide a suitable environment as prescribed by the appropriate Manufacturer's installation manual, including but not limited to failure of, or failure to provide adequate electrical power, air conditioning or humidity controls.

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- Repair of damage or increase in service time (due to other than normal wear) or repetitive service calls caused by the use of supplies which are not in conformance to the Manufacturer's specifications.
- Repair of damage or increase in service time resulting from alterations in Equipment, including but not limited to any deviations from DES or manufacturer's authorized circuit or structural equipment design made by persons other than DES or DES representatives.
- Repair of damage or increase in service time resulting from accident, disaster, which shall include but not limited to: fire, flood water, wind, lightning, or other acts of God; government acts, orders or regulations; war other hostilities, explosion, conventional or otherwise; release of radiation, civil disturbances; strike or labor difficulties; transportation delays or contingencies; neglect or misuse; destruction in whole or in part of the Equipment; or any other cause, contingency or circumstance not subject to the control of DES which prevents or hinders the maintaining and service of the Equipment or makes the fulfillment of this Agreement by DES' option excuse DES from the Performance of this Agreement.

Limitation of Liability

DES shall not be liable for any failure or delay in maintaining or repairing the Equipment resulting from any force majeure, or any other cause, contingency or circumstance within reason.

DES' sole obligation under this Agreement is to inspect and make repairs to Equipment listed.

No actions, regardless of form, arising out of the service provided under this agreement may be brought by either party more than one (1) year after the case of action has occurred, provided that the action for non-payment may hereunder be brought at any time allowed by Law.

Assignments

This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and (to the extent specified in any assignment) assigns. CVSD, however, shall not assign this Agreement without first obtaining the prior written consent of DES, which consent shall not be unreasonably withheld. CVSD acknowledges that DES may assign its rights, with CVSD approval, under the Agreement to a third party (Assignee) which will rely upon and be entitled to the benefits of the provisions of this Agreement. CVSD agrees with DES and such Assignee to recognize in writing any such assignment within fifteen (15) days after receipt of written notice thereof.

Remedies

Upon default in the payments of any of the installments of the yearly maintenance charge or other charges invoiced to CVSD pursuant hereto, or upon a breach of any other condition of this Agreement to be performed or observed by CVSD or if during the term of this agreement, bankruptcy or insolvency proceedings are commenced by or against CVSD, or if a receiver is appointed to manage the business of CVSD, then in any such event, DES may at its option:

- Terminate this Agreement with a 60 day notice.

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- Agreements that are based on a percentage of manufacturer's pricing shall be subject to price adjustments as announced by the manufacturer. In all other cases, DES reserves the right to adjust pricing with ninety (90) days written notification.
- This agreement shall be governed by the laws of the Commonwealth of Pennsylvania and constitutes the entire agreement between DES and CVSD and supersedes all prior correspondence, understandings and agreements between the parties. Except as provided, no provision of the agreement shall be waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by each of the parties hereto.
- Any notice provided for herein shall be sufficient if writing and if sent by registered or certified mail, return receipt requested, to the parties at the address stated on page one (1) of this agreement. Any such notice shall be effective upon actual receipt by the party to whom the notice is addressed.
- If this agreement shall be executed by DES prior to execution by CVSD, it shall become voidable at DES' option sixty (60) days after the date of DES' execution hereof, unless DES shall have received by such date a copy of this agreement executed by a duly authorized representative of CVSD.
- This agreement is made subject to the terms and conditions herein and CVSD's acceptance are consistent with the terms and conditions herein. Any acceptance which contains terms and modifications which are in addition to or inconsistent with the terms and conditions herein shall be a counteroffer and shall not be binding unless agreed to in writing by DES.
- Recruitment of DES employees for the period, which this agreement is in effect, and for twelve (12) months thereafter, CVSD will not employ, or attempt to employ any employee of DES to which CVSD has contact.

Approvals

In order to make this agreement operational, approvals as per Appendix C must be in place.

Key Contacts

Key contacts are shown in Appendix B.

Appendix A

Definitions

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing network hardware or code or a request for support that involves no modifications to code, such as a question.

Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or any request to add functionality to an existing system. Such requests are not automatically covered under this agreement.

Levels of Support

There are three levels of support. These levels, which are integrated into the CVSD's support process, are defined as follows:

- **Tier one**— This is support provided by a DES technical support specialist. This level of support does perform code modifications, if required to resolve the problem. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to DES's tier two support, which is the manufacturer support specialist.
- **Tier two**—This is support provided by a manufacturer support or subject matter specialist facilitated by DES. This level of support performs escalated steps to provide problem resolution, bug fixes, or modifications. Operational issues will be resolved at this level. If resolution requires added escalation for critical outages, the Support Request is passed to tier three support.
- **Tier three**—This is support escalated to the highest level within DES and DES's manufacturer representatives. All conditions within this level are treated with the utmost urgency and attention.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround
- Acceptable resolution time

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It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The tier one support agent and CVSD jointly determine the initial severity rating for the report. Tier two and tier three support personnel may then negotiate with CVSD to modify this severity after the report is elevated to them.

The characteristics below do not cover work requests. Severity levels for work requests may carry a different set of characteristics and weightings.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The failure creates a serious business and financial exposure.	The failure creates a serious business and financial exposure.	The failure creates a low business and financial exposure.	The failure creates a minimal business and financial exposure.
Work Outage			
The failure causes the client to be unable to work or perform some significant portion of their job.	The failure causes the client to be unable to work or perform some significant portion of their job.	The failure causes the client to be unable to perform <i>some small</i> portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The failure causes the client to be unable to perform a <i>minor</i> portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The failure affects a <i>large</i> number of clients.	The failure affects a <i>large</i> number of clients.	The failure affects a <i>small</i> number of clients.	The failure may only affect one or two clients.
Workaround <i>[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]</i>			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			

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Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Within one hour.	Within four hours.	Within eight hours or by next business day (EST).	Within eight hours or by next business day (EST).
Resolution Time			
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

Coverage Levels

Support Requests are taken by the appropriate tier one help desk as follows:

Level of Coverage	What is Covered	Phone Contact
Silver coverage	24 hours a day, 7 days a week Advanced Hardware Replacement On-Site Support	412-531-3050

During critical periods, support is extended to 24/7 for agreed-upon periods, critical applications, and critical problems based on specific situations.

Appendix B

Roles and Responsibilities

CVSD

CVSD has the following general responsibilities under this agreement:

- CVSD will conduct business in a courteous and professional manner with DES.
- CVSD users, clients, and/or suppliers using the applications stated in this SLA will use the appropriate help desk to request support.
- CVSD will use their own appropriate help desk to provide support, including creating problem tickets and work orders and assigning responsibility to the appropriate tier one DES help desk.
- CVSD will provide all information required to open a support request.
- CVSD will assign severity codes adhering to the correct usage of these codes as defined in CVSD's case management process.
- Once a support request has been submitted, CVSD will make themselves available to work with the DES support resource assigned to the support request.
- CVSD end users do not contact DES support resources directly to report a problem. All problem calls must be logged through the appropriate help desk personnel.
- CVSD will continue to provide DES access, software, licensing, and documentation
- CVSD will provide all of the necessary and requested documentation, information, and knowledge capital to DES before the start of support
- CVSD agrees to provide a suitable environment for the Equipment specified. CVSD agrees to provide DES full, free and safe access to the Equipment to provide Maintenance Service.

DES

DES has the following general responsibilities under this agreement:

- DES will conduct business in a courteous and professional manner with CVSD.
- DES will log all information from CVSD required to establish contact information, document the nature of the problem and CVSD's hardware/network environment (as applicable).
- DES will attempt to resolve problems over the phone on first call.
- DES will escalate support request to next level of internal support within DES upon approach of established resolution targets.
- DES will obtain CVSD's approval before ticket closure.
- DES will be the interface on behalf of the client to other organizations as appropriate.
- DES will continue to utilize CVSD's problem-ticket system for updating, tracking, and closing trouble tickets as assigned (when available).

There are several roles deployed within DES that are integral to the provision of support services to CVSD. These roles include the following:

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Support Manager

The DES support manager will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with CVSD's support manager regarding the classification of enhancements and the scheduling of tasks. This individual will report to the DES operation manager. His or her duties will include:

- Dedicating 10 percent LOE during transition and support phases.
- Ensuring SLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
- Ensuring all work is performed according to the agreed-upon work methods and standards that are in effect within DES and CVSD's.
- Acting as point of escalation for issues beyond usual scope (e.g., attending SWAT meetings on application outages, coordination between groups for implementing cross-application solutions, etc.).
- Participating directly in the production of the associated deliverables.
- Liaising with client managers (negotiating with client's support managers regarding the classification of enhancements and the scheduling of tasks, and coordinating the presentation of deliverables to CVSD 's support manager).
- Ensuring support specialists have all required tools to perform their function.
- Performing resource management and scheduling, including provision of overall direction of the activities of the support specialists.
- Creating and implementing standard training program for all support resources.
- Conducting continuous process improvements.
- Liaising with other DES groups.
- Assessing the workload for each support request and assigning work to the team member having the appropriate technical knowledge.

Senior Support Specialist

The DES senior support specialists work as a dynamic team of support professionals who provide tier two support for critical systems/outages. Reporting to the DES support manager, they are responsible for the timely submission of all deliverables. Their duties include:

- Dedicating 100 percent LOE during transition and support phases.
- Performing advanced support activities (i.e. supporting Prime Specialists and complex systems).
- Manage interface with Manufacturer support

Prime Support Specialist

The DES prime support specialists work as a dynamic team of support professionals who provide tier one support for basic systems. Reporting to the DES senior support specialists, they are responsible for the timely submission of all deliverables. Their duties include:

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- Dedicating 100 percent LOE during transition and support phases.
- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the DES support manager.
- Acting as a point of contact for all application issues.
- Responsibility for responding to and updating tickets.
- Conducting lab testing when appropriate.
- Conducting coding and testing to resolve problems.
- Providing knowledge transfer to backup support specialist on regular basis.
- Preparing weekly and/or monthly status reports.

Key DES Contacts

- Help Desk 412-531-3050
- Support Manager: Larry Squires 412-306-7309
- Engineering Manager: Robert Redish 412-306-7326
- President: Bob Dagostino 412-306-7307

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Appendix C

Approvals

DES Incorporated is pleased to offer these Products and Services as stated below to CVSD:

5 -Year Maintenance and Support (commence 7-1-2021 thru 6-30-2026):

Silver Support \$ 212,975.00 Total 5 Years

Year 1 Payment: \$65,975.00 Years 2 through 5 Payment: \$36,750.00

CVSD shall pay DES the Yearly Maintenance Charges set forth in appendix C. These charges will be invoiced for 12 months of service and due prior to any service being provided. CVSD shall pay DES, in addition to the Yearly Maintenance Charge, amounts equal to any taxes, fees or additional charges (including interest and penalties thereon), however designated or levied, based upon such Yearly Maintenance Charges on the agreement. CVSD shall pay the Yearly Maintenance Charge upon receipt of Invoice. Charges billed by DES for service provided that is not covered by this Agreement are due within thirty (30) days of receipt of invoice. Charges made in accordance with the preceding paragraph and charges made under any other provision of this Agreement and made payable by CVSD shall be paid to DES at DES' address specified on the first page hereof within thirty (30) days of delivery of the Invoice to CVSD. Charges for a partial month's service shall be based on a thirty (30) day month.

IN WITNESS WHEREOF, the undersigned have caused this Statement of Work to be executed by their duly authorized representatives with effect as of the date shown below. If modifications are required to this SOW, a charge associated to the task(s) may apply. All SOW's are subject to the attached Terms. Pricing is firm for 30 days from the date of the SOW.

CVSD Representative: _____
(PLEASE PRINT)

DES, Inc. Representative: _____
(PLEASE PRINT)

Title: _____

Title: _____

SIGNATURE

SIGNATURE

Date: _____

Date: _____

Please return the approved document to:

Name: Joe Wodarek
Title: Account Manager
Address: 600 Mifflin Road
Pittsburgh, PA 15207
Telephone Number: 412-306-7319
Email Address: croberts@descomm.com
Fax Number: 412-531-4489

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Appendix D

Network Switches – Wireless Equipment – Advance Replacement – Software Support

LAN - WLAN Support	Part Number	Quantity
5YR Renewal Partner SUPPORT Software for OV3600-AM. Includes 24x7 Remote Phone Support, Diagnosis, Software Updates and Upgrades, and access to support portal.	PW5R-OV3600-AM	3.00
5YR Renewal Partner SUPPORT Plus for OAW-4450 and OAW-4450-US. Includes 24x7 Remote Phone Support / Problem Diagnosis, SW Updates / Upgrades, access to support portal and next business day AVR, please check availability per country.	PP5R-OAW4450	2.00
5YR Renewal Partner SUPPORT Plus for OS6450 10port models. Includes 24x7 Remote Phone Support, Diagnosis, SW Upgrades, Optional SW, Access to support portal, and next day AVR, please check availability per country.	PP5R-OS6450-10	8.00
5YR Renewal Partner SUPPORT Plus for all OS6450 24 and 48 port models. Includes 24x7 Remote Phone Support, Diagnosis, SW Upgrades, Optional SW, Access to support portal, and next day AVR, please check availability per country.	PP5R-OS6450	56.00
5YR Renewal Partner SUPPORT Plus for all OS6860 Basic and Enhanced models. Includes 24x7 Remote Phone Support, Diagnosis, SW Upgrades, Access to support portal, and next day AVR, please check availability per country.	PP5R-OS6860	6.00
5YR Renewal Partner SUPPORT Plus for all OS6900 models. Includes 24x7 Remote Phone Support, Diagnosis, SW Upgrades, Access to support portal, and next day AVR, please check availability per country.	PP5R-OS6900	2.00
5YR Renewal Partner SUPPORT Software for OV2500 NMS - RELEASE 4 OV-NM-EX-100-x. Includes 24x7 Remote Phone. Support, Problem Diagnosis, SW Updates, Support portal access Maintenance to be ordered on all OV Model No for each OV server.	PW5R-OVNMEX100	1.00
5 Yr Renew Partner Support Software for OV-NM-EX-20N. Includes 24x7 phone support, problem diagnosis, access to support portal, software updates and upgrades.	PW5R-OVNMEX20	1.00
5 Yr Renew Partner Support Software for OV4-START. Includes 24x7 phone support, problem diagnosis, access to support portal, software updates and upgrades.	PW5R-OV4START	1.00
5YR Renewal Partner SUPPORT Software for OAW-AP-LAP. Includes 24x7 Remote Phone Support / Problem Diagnosis, SW Updates / Upgrades and access to support portal.	PW5R-AP-LAP	256.00
5YR Renewal Partner SUPPORT Software for OAW-AP-PEFNG. Includes 24x7 Remote Phone Support / Problem Diagnosis, SW Updates / Upgrades and access to support portal.	PW5R-AP-PEFNG	256.00
5YR Renewal Partner SUPPORT Software for OV3600-AM. Includes 24x7 Remote Phone Support, Diagnosis, Software Updates and Upgrades, and access to support portal.	PW5R-OV3600-AM	256.00

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Telephone System Hardware – Advance Replacement

DESCRIPTION	PART #	QTY
Voice boards (AA35)		
ARMADA DAUGHTER BOARD	3BA23275AB	1
DIGITAL INTERFACES UAI8 BOARD	3EH73005AC	2
DIGITAL ACCESS PRA-T1 BOARD	3EH73007AC	2
ANALOG TRUNK APA8 BOARD	3EH73031AD	3
ANALOG TRUNK APA4 BOARD	3EH73031BD	2
CLIDSP CARD	3EH73034AB	4
DESCRIPTION	PART #	QTY
DIGITAL INTERFACES UAI16-1 BOARD	3EH73050AB	3
ANALOG INTERFACES SLI16-2 BOARD	3EH73092AB	1
ANALOG INTERFACES SLI8-2 BOARD	3EH73092AC	4
Data infrastructure (AA36)		
RMA SERVER PACK (110/230V)	3BA00626AA	1
MR1 SERVER CS-2 PACK (48V)	3BA00728AV	2
PCS CS-2 BOARD EQUIPPED	3BA00729AA	3
EXTERNAL RACK BATTERY BOX 12V	3EH76155AA	1
BATTERY 12V/7AH	3EH76156AA	25
RACK CHARGER 48V/14AH WITHOUT RECTIFIER	3EH76181AA	6
RECTIFIER 500W FOR CHARGER RACK	3EH76185AA	6
Basic packages (AA45)		
OMNIPCX ENTERPRISE*80 CS-2/MR3 48V	3BA00742AV	1
IP MEDIA GATEWAY* MR3 48V	3BA00751AV	3

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**Central Valley School District
Capital Needs Projection
July 1, 2021**

High School	7/1/2021	Cost	Priority
Ten Passanger Used Van	X	40,000	1
Ventrac Attachments for Plowing	X	15,000	2
Replace gym floor	X	25,000	3
		80,000	

Middle School	7/1/2021	Cost	Priority
Renovation of Water Damage	X	35,000	1
Replace gym floor	X	25,000	2
		60,000	

140,000

ATTACHMENT K

May 26, 2021

Dr. Nicholas Perry, Superintendent
Central Valley School District
160 Baker Road
Monaca, PA 15061

Dear Dr. Perry and Members of the Central Valley School Board,

This letter is intended to serve as my official retirement notice from the Central Valley School District effective the end of the professional work day June 4, 2021. I will be retiring in accordance with the terms of the collective bargaining agreement between the Central Valley School District and the Central Valley Teachers Union.

I want to tell you how grateful I am for the opportunity to have been a part of both the Center Area and the Central Valley School Districts for the past 29 years. This is a bittersweet moment for me as I have truly loved sharing my passion for the German language and culture with my students throughout the years. I will also miss many other aspects of my career, including friendships formed, helping with the musicals, and field trips with students and colleagues.

Sincerely,



Suzanne DiPietrantonio

May 21, 2021

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

Dear Dr. Perry,

Please accept this letter as my official notification of retirement from my position as a first-grade teacher in the Central Valley School District. The effective date of my retirement will be June 4, 2021, at the conclusion of the professional staff's school day.

I have enjoyed working with my students and colleagues.

Sincerely,

Andrea Magnifico

Cc: Carla Kosanovich, Center Grange Primary School Principal
Tracey Whipkey, CVEA President

ATTACHMENT M

May 25, 2021

Dr. Nicholas Perry, Superintendent
Central Valley School District
160 Baker Road
Monaca, PA 15061

Dear Dr. Perry and Members of the Central Valley School Board,

This letter is intended to serve as my official retirement notice from the Central Valley School District effective the end of the professional work day June 4, 2021. I will be retiring in accordance with the terms of the collective bargaining agreement between the Central Valley School District and the Central Valley Teachers Union.

I am grateful for the opportunity to have been a part of the Center Area and the Central Valley School District for a total of 33 years. I will cherish the many joyful memories of making music with the students and will treasure the friendships made throughout the years.

Sincerely,



Sandra Reigel

ATTACHMENT N

848 Sixth Street
Beaver, PA 15009
June 9, 2021

Dr. Nicholas Perry , Superintendent
Central Valley School District
160 Baker Rd. Ext.
Monaco, PA 15061

Dear Dr. Perry and Members of the Central Valley School Board:

This letter is intended to serve as my official retirement notice from the Central Valley School District effective today, June 9, 2021. I will be retiring in accordance with the terms of the collective bargaining agreement between the Central Valley School District and the Central Valley Teachers Union.

Sincerely,

Karen M. Roper



CENTRAL VALLEY

SCHOOL DISTRICT

Dr. Nicholas D. Perry, Superintendent

April 13, 2021

ATTACHMENT O

Madyson Berarducci
Para TL

RE: 2021-2022 School Year

Dear Madyson,

Consider this letter an offer of reasonable assurance for employment in the 2021-2022 school year. Your supervisor will determine your start date and assignment with the academic year beginning August 30, 2021. This past school year has been unusually trying. The District appreciates all the hard work, flexibility and dedication you have toward the students.

Please complete the appropriate information below and return this form by Friday, May 14, 2021. Checking **Yes**, indicates that you are accepting the offer of employment. By checking **No**, we will consider it a resignation. Any change in status will naturally require a formal acceptance by the Board. *Letters can be mailed or emailed to the address below.* Thank you for your help in this area.

Sincerely,

Dr. Nicholas Perry
Superintendent

RETURN BY MAIL TO: CENTRAL VALLEY SCHOOL DISTRICT
ATTN: COLLEEN KEARNS, SUPERINTENDENT'S SECRETARY
160 BAKER ROAD EXT.
MONACA, PA 15061

EMAIL TO: ckearns@centralvalleypsd.net

Para

YES, I plan to work in the Central Valley School District for the 2021-2022 school year.

NO, I do not plan to return to work in the Central Valley School District for the 2021-2022 School year, please accept this as my resignation as of ~~MAY 15~~ June 4, 2021.

SIGNATURE: Madyson Berarducci

NAME: Madyson Berarducci

DATE: 5/18/2021

**CENTRAL VALLEY SCHOOL DISTRICT
HOMESTEAD AND FARMSTEAD EXCLUSION
RESOLUTION 2021 - 01**

RESOLVED, by the Board of School Directors of the Central Valley School District (School District), that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2021, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Amount available for homestead and farmstead real estate tax reduction.** The following amount is available for the homestead and farmstead real estate tax reduction for the school year beginning July 1, 2021:

a. **Gaming tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the 2021-2022 school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$840,681.93.

2. **Approved homesteads/farmsteads.** Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), Beaver County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

a. **Approved homesteads.** The number of approved homesteads within the School District is 4,484.

b. **Approved farmsteads.** The number of approved farmsteads within the School District is 2.

c. **Combined approved homesteads and farmsteads.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,486.

3. **Real estate tax reduction calculation.** The Board of School Directors has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the above Gaming tax funds, paragraph 1(a), amount available during the 2021-2022 school year for real estate tax reduction of \$840,303.50 by the combined approved homesteads and farmsteads, above paragraph 2(c) aggregate number of 4,486, the maximum real estate tax reduction amount applicable to each approved homestead and approved farmstead is \$187.29.

4. **Homestead exclusion calculation.** Dividing the above paragraph 3 maximum real estate tax reduction amount of \$187.29 by the School District real estate tax rate of 64.65 mills (.06465), that is in effect as of July 1, 2021, the maximum real estate assessed value reduction to be reflected on the tax notices as a homestead exclusion for each approved homestead, and the maximum real estate assessed value reduction to be reflected as a farmstead exclusion for each approved farmstead is \$2,897.

5. **Homestead/farmstead exclusion authorization – July 1 tax bills.**

The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the Beaver County established assessed value of the homestead, or (b) the above paragraph 4 maximum real estate assessed value reduction for approved homesteads. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the Beaver County established assessed value of the farmstead, or (b) the above paragraph 4 maximum real estate assessed value reduction for approved farmsteads. For purposes of this Resolution, "approved homestead" and "approved farmstead" shall mean homesteads and farmsteads listed in the report referred to in above paragraph 2 and received by the School District from the Beaver County Office of Property Assessments on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341 (g) (3), based on homestead/farmstead applications filed with the Beaver County Office of Property Assessments on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the 2021-22 school year, which shall be issued on or promptly after July 1, and will not apply to interim tax notices.

Adopted at a meeting of the Board of School Directors of the Central Valley School District this 17th day of June 2021.

By:

Attest:

President, Board of School Directors

Board Secretary