

## **LETTER OF AGREEMENT**

between

**BRADFORD COUNTY HUMAN SERVICES AGENCY**

on behalf of the

**BRADFORD/SULLIVAN COUNTY MENTAL HEALTH PROGRAM**

and

**CANTON AREA SCHOOL DISTRICT**

**FY 2025/2026**

### **I. CASEWORKER OUTREACH & STUDENT ASSISTANCE PROGRAM**

#### **A. Purpose:**

This Agreement is to define the relationship between the programs operated by the BRADFORD COUNTY HUMAN SERVICES AGENCY (COUNTY) and the CANTON AREA SCHOOL DISTRICT (DISTRICT) as it relates to joint operation and financing of School Based Outreach Services and Student Assistance Liaison Program Services.

#### **B. Provisions:**

1. The COUNTY will designate a qualified casework level position to provide information and referral, assessment of needs, prevention, and short-term intervention for students and families in the DISTRICT.
2. The COUNTY will assure that the designated position has completed the appropriate level of training and supervision to act in this capacity and attends SAP Team Meetings as scheduled.
3. The COUNTY and DISTRICT will jointly determine the array of services to be provided, including but not limited to, home visits, small groups, individual and family meetings, mental health screenings, and prevention education services
4. The COUNTY will assure that the School Based Outreach worker position will serve as the SAP liaison for mental health screenings and services and provide the appropriate level of training and supervision to act in this capacity.
5. The COUNTY and DISTRICT will establish truancy protocols for referral, assessment and intervention services, and support to be provided by the School Based position.
6. School Based Outreach Services will provide thirty (30) hours per week at DISTRICT on a 10-month basis. Two months during the summer months is devoted to the school-based outreach summer program serving identified Youth in the DISTRICT. Every effort will be made to limit vacation time during the school year. Back up and day-to-day supervision will be provided by the COUNTY.
7. Each caseworker is required to work seven and one half (7.5) hours a week at COUNTY to attend staff meetings and to allow sufficient time to complete paperwork. If the DISTRICT is

in need during this time, the caseworker has the option to leave COUNTY to attend to DISTRICT's needs.

8. The DISTRICT will define an internal system to schedule time in each building and develop a system to make referrals and request activities.
9. The COUNTY and DISTRICT agree to design a system to collect data on services provided for further analysis, program development, and grant writing and consumer satisfaction.
10. The COUNTY and DISTRICT agree to jointly fund the annualized cost of these services through a combination of program and grant funding.

**C. Terms:**

1. The DISTRICT agrees to pay **\$12,000** towards this position in the FY 2025-2026 school year.
  2. The first half of the payment is to be paid by **07/01/2025** and the second half of the payment is to be paid by **01/01/2026**.
  3. This agreement shall be in effect from **7/1/2025 to 6/30/2026**.
-

CANTON AREA SCHOOL DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year before written.

DISTRICT

BY: CANTON AREA

\_\_\_\_\_  
Signature: SUPERINTENDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: SCHOOL BOARD DIRECTOR

\_\_\_\_\_  
Date

BRADFORD COUNTY

BY: COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zachary R. Gates

Bradford County Commissioners:

DARYL L MILLER

DOUGLAS MCLINKO

ZACHARY R GATES

ATTEST:

\_\_\_\_\_  
Michelle L Shedden  
Michelle Shedden, Chief Clerk

\_\_\_\_\_  
4-10-25  
Date

SEAL:

BRADFORD COUNTY HUMAN SERVICES AGENCY

BY: BRADFORD/SULLIVAN COUNTY MENTAL HEALTH PROGRAM

\_\_\_\_\_  
Administrator: MAYME CARTER

\_\_\_\_\_  
4/9/25  
Date

\_\_\_\_\_  
Director: SHANNON CAHILL

\_\_\_\_\_  
4/9/2025  
Date

**MEMORANDUM OF UNDERSTANDING**

between

**BRADFORD COUNTY HUMAN SERVICES AGENCY**

on behalf of the

**BRADFORD/SULLIVAN COUNTY MENTAL HEALTH PROGRAM**

and

**CANTON AREA SCHOOL DISTRICT****FY 2025-2026****I. CASEWORKER OUTREACH PROGRAM****A. Purpose:**

This Agreement is entered into between BRADFORD COUNTY HUMAN SERVICES AGENCY (COUNTY) and the CANTON AREA SCHOOL DISTRICT (DISTRICT) for the provision of The Outreach Case Worker Program for the school year 2025-2026. This professional social services position is assigned to the Child and Adolescent Outreach Caseworker Program. This caseworker will provide a wide array of cross-agency services to students and their families in a variety of settings. Responsibilities include assessment of needs, short-term interventions, referral to appropriate community services and follow-up as needed. This position will act as the mental health liaison to the Student Assistance Program Teams in assigned schools. The position will provide services intended to reduce the need for more formal agency intervention. This position is supervised by the Child and Adolescent Outreach program supervisor.

The COUNTY outreach case worker will need a confidential space within the District to meet with students and families for the provision of those services. The DISTRICT will provide facilities for the use of COUNTY's Outreach Case Worker. The provision of the facilities by the DISTRICT should not in any way constitute an acceptance of educational responsibility for any student receiving services on-site who is not a resident of the DISTRICT.

**B. Provisions:**

*Bradford/Sullivan Counties Office of Mental Health will provide the following:*

- 1.) The Outreach caseworker & COUNTY will be knowledgeable about the Case Management Program's best practices and will be trained and will have received certification from an approved Children's Case Management/resource coordination training through the University of Pittsburgh Medical Center.
- 2.) COUNTY will ensure that this Memorandum of Understanding (MOU), pertaining to the provision of Outreach Services, is executed and in effect. The MOU should be negotiated

annually and signed by the Mental Health Provider (Bradford County Human Services Agency), school district representative, and the Mental Health Administrators. A copy of this MOU should be on file with the Bradford County Office of Mental Health.

- 3.) COUNTY will monitor services provided annually for adherence to best practices.
- 4.) COUNTY will establish a system of regular communication with all stakeholders.
- 5.) COUNTY will utilize state, county, and other relevant data available for annual planning and program improvement purposes.
- 6.) COUNTY will submit all required reports to the appropriate agencies. This could include but is not limited to a summary of the outreach caseworker services provided and the number and demographics of students served in said school district.
- 7.) COUNTY Outreach Caseworker's responsibilities will include:
  - The Outreach Caseworker will participate in training made available through the County Program by observing and working directly with higher level caseworkers and supervisory staff in order to learn and become knowledgeable regarding mental health program methods, procedures and rules and regulations regarding the provision of services to mental health consumers. Will attend both formal and informal training provided at the County, Regional, State and MCO levels to the purpose mission and vision of the recovery of mental health consumers.
  - Will participate in training made available through the County Program to learn and demonstrate knowledge of the functions of Children and Youth Services including regulations, policies, and procedures on Mandated Reporting
  - Coordinate and participate in Outreach Program Summer Activities. Activities include but are not limited to; social skills building and healthy peer relationship building. With the help of the DISTRICT, 10-15 youth within the school district will be selected to participate in the COUNTY summer outreach program.
  - Assess and provide short-term intervention services for truancy cases referred by the school district. This may involve making contact with respective families, providing home visits, and troubleshooting issues with the DISTRICT and the families in order to improve attendance or assist with removing barriers to school attendance. This does not involve attending court hearings that are related to truancy.
  - Demonstrate the understanding of the Provider's community resources available and assist families in obtaining those resources such as basic housing assistance, food pantries, utilities assistance, transportation assistance, medical assistance along with community resources to address mental health needs

- Maintain appropriate documentation of contacts with children and their families, service providers, and school districts. Document the service provided, outcome of the service and determine if follow-up is needed along with any state reporting requirements and data input into the state or joinder computer systems.
- Maintain and follow the mandated Client confidentiality Policy HIPPA
- Attend regularly scheduled staff meetings and appropriate training to further develop skills. Attend weekly supervision with the Child and Adolescent Outreach/ SAP Liaison Program Supervisor
- Perform other duties as related to completing program objectives

*The DISTRICT will provide the following:*

1. Private office space and access to internet in each building

## **II. STUDENT ASSISTANCE PROGRAM**

### **A. Purpose:**

This Agreement is entered into between BRADFORD COUNTY HUMAN SERVICES AGENCY (COUNTY) and the CANTON AREA SCHOOL DISTRICT (DISTRICT) for the provision of Student Assistance Program (SAP) Services for the school year 2025-2026. The SAP Process is intended to provide identified students with screening and referral to interventions for confidential help to safely and effectively deal with situations that may be causing a barrier to learning. To this end, the SAP Liaison can provide the following: mental health screening, group intervention with the support and presence of a person who is employed by the school district, effective and professional information at the required SAP Team meetings, consultative services to the District, and technical assistance to the District. The SAP Liaison will need a confidential space within the DISTRICT to meet with students and families for the provision of those services. The DISTRICT will provide facilities for the use of COUNTY Mental Health SAP Liaison. The provision of the facilities by the DISTRICT should not in any way constitute an acceptance of educational responsibility for any student receiving services on-site who is not a resident of the DISTRICT. The DISTRICT will provide the SAP liaison an internet connection in order to complete SAP screenings.

COUNTY will operate the Student Assistance Liaison Program by following all expectations, regulations, Best Practice recommendations outlined by the Pennsylvania Network for Student Assistance Services (PNSAS). COUNTY will have 1 bachelor's level Case Manager trained to provide SAP Liaison services which will address the mental health needs of referred students by the DISTRICTs SAP Team.

### **B. Provisions:**

*Bradford/Sullivan Counties Office of Mental Health will provide the following:*

1. The SAP Liaison & COUNTY will be knowledgeable about the Student Assistance Program best practices and will be trained and have received certification from an approved PNSAS SAP Trainer in the mandatory K-12 SAP Training and attend professional development webinars/trainings offered by PNSAS.
2. COUNTY will ensure that this Memorandum of Understanding pertaining to the provision of SAP Services is executed and in effect. MOUs should be negotiated annually and need to be signed by the Mental Health Provider (Bradford County Human Services Agency) and school district representative and the Mental Health Administrators. A copy of this MOU should be on file with the Bradford County Office of Mental Health.
3. COUNTY will monitor services provided annually for adherence to best practices.
4. COUNTY will establish a system of regular communication with all stakeholders.
5. COUNTY will collaborate with PNSAS.
6. COUNTY will utilize state, county, SAP and other relevant data available for annual planning and program improvement purposes.
7. COUNTY will submit all required reports to the appropriate agencies. This could include but is not limited to a summary of the SAP Liaison services provided, the number and demographics of students served, aggregate data on the primary issues identified via screenings conducted, and completion of the Joint Quarterly Reporting System.
8. COUNTY SAP Mental Health Liaison's responsibilities may include the following:
  - Attending SAP team meetings
  - Providing consultation to include phone and in-person collateral communication with parents and school officials
  - Participating in team maintenance sessions with SAP teams
  - Participating in program evaluation activities with core team members
  - Facilitating and supporting the school-based aftercare plans for students who are returning to school from residential or out-of-home treatment.
  - Facilitating or co-facilitating school-based support groups with the support of school personnel within the group
  - Maintaining data for required reporting as determined by the local Mental Health Administration
  - Providing relevant training for students, parents, faculty and staff, including the marketing of SAP and SAP Services
  - Assisting the school with stakeholder in-service (i.e., school board, parents, school staff, community members, etc.)

- Collaborating with other agency providers
  - Providing student mental health screenings
  - Assisting students and their parents in the referral to and access of appropriate services
  - Additional duties as outlined in letter of agreement
9. COUNTY will provide a Bachelor's Level Mental Health professional that will comply with any and all regulatory requirements to maintain a SAP Liaison.

*The DISTRICT will provide the following:*

1. Private office space as well as access to internet connection
2. A copy of the school's crisis plan as well as their disciplinary policies and protocols so COUNTY MH SAP liaison can adhere and reinforce the school's policies
3. Timely notification of SAP Team Meetings and locations of those meetings
4. The DISTRICT SAP Team will notify parents or guardians of identified students in order to explain reason for the referral, gather information, and obtain parent permission to involve their child in the Student Assistance Program. If DISTRICT has barriers in communication with parents or guardians, the COUNTY SAP Liaison may then assist in this process.

### **III. ITEMS OF CONCERN:**

#### **A. Professional Liability**

All COUNTY staff are covered under a liability insurance policy and will remain covered as long as they are an employee of COUNTY

#### **B. Supervision and Responsibility**

COUNTY personnel are under the direct supervision of and are responsible to Bradford/Sullivan Counties Office of Mental Health and are expected to act in a manner consistent with Bradford/Sullivan Counties Office of Mental Health policy and procedures, as well as the policy and protocols of the school district that they are providing services to. All school crisis plans, and disciplinary policies of the school will be reinforced and adhered to. Bradford/Sullivan Counties Office of Mental Health shall ensure that all Bradford/Sullivan Counties Office of Mental Health personnel who will have regular direct contact with students will secure all clearances required by law and forward all clearances to the DISTRICT Business Office prior to starting any working relationship with the District.



**C. Quality Assurance**

In order to assure the quality-of-service delivery and documentation, COUNTY will conduct records review and service monitoring in order to verify documentation and adherence to HIPPA guidelines and PA Code, title 55 articles referring to confidentiality guidelines, program standards and best practice guidelines. These reviews and monitoring will be conducted per agency policies and procedures.

Any concern and/or complaint regarding the services being delivered will be directed to Bradford/Sullivan Counties Office of Mental Health Director at 570-265-1760. These issues can then be reviewed by both parties on an as-needed basis.

**IV. GENERAL PROVISIONS:**

- A. COUNTY and the aforementioned school district have exclusive control of the management, assets and affairs of their respective entities. Neither party by virtue of this agreement assumes any liability for any debts or obligations of either financial or legal in nature that may be incurred by the other party to this agreement.
- B. Neither the COUNTY nor the aforementioned school district may use the name of the other party in any promotional or advertising material unless review and express written approval of the intended use is first obtained from the party whose name is being used.
- C. Nothing in this agreement shall be construed as limiting the right of either party to affiliate or contract with any other party or organization on either a limited or general basis while the agreement is in effect.

**V. TERMS:**

- A. This agreement will be for one general school year while the school is in session. This agreement will renew for each additional school year unless written notice of termination is given by either party at least 90 days prior to the initial termination date.
- B. This agreement may be modified at any time but only with mutual written consent from both parties.
- C. This agreement may be terminated by either party at any time without cause upon written notice by the party giving a 60-day notice of such termination.
- D. COUNTY and said school district reserve the right to immediately terminate or suspend this agreement in instances where there is clear and present danger to the health and safety of either parties consumers receiving services under the terms of the agreement or if either party, at their discretion, feels there has been a serious violation of either party's policies or regulations.

- E. Any violation of State or Federal Regulations/Policies resulting in a criminal prosecution in which the outcome is a guilty plea or a conviction of a criminal offense by said school district or COUNTY may be considered a breach of the agreement and either party may declare said agreement terminated.
- F. Neither party shall be held responsible for delay or failure to perform hereunder when such delay of failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authority, or delay or default that cannot reasonably be foreseen or provided against.

**VI. CONFIDENTIALITY:**

- A. COUNTY staff and representatives will be knowledgeable and adhere to all FERPA, HIPAA and Confidentiality Laws as put forth.
- B. All records, names and identities of students identified in the School Based Outreach program will be protected and adhered to by HIPPA Laws.
- C. If disclosures are requested for the benefit of the student, the laws relating to FERPA will be followed.
- D. The DISTRICT and COUNTY staff will be responsible for ensuring the security of all student records and shall assure compliance with all regulations and laws concerning the retention of said records.
  - a. When a student is referred to the SAP Liaison designated by COUNTY for a screening, the record of services generated become the property of COUNTY and are regulated by the applicable Mental Health Laws (PA Code Title 55) which requires parental consent for release of information when the Child is under the age of 14.
  - b. All records generated by DISTRICT's Student Assistance Team, with respect to the individual students, are records of DISTRICT. The retention and disclosure of such records shall be governed by the policies of DISTRICT and applicable to Federal Laws which include FERPA and HIPPA.

**VII. COMPLAINTS:**

- A. COUNTY considers a complaint to be an expression of concern by a consumer / parent / or colleague. COUNTY requests that such concerns are relayed as efficiently and timely as possible to the Mental Health Director. Concerns can be relayed in writing or by phone to our agency. Once a concern is received, a member of COUNTY management will contact the individual within 24 hours or within the next business day to hear said concern. COUNTY will then conduct an internal review of the concern through interviews, review of documentation, and a review of our internal policies. A written response from COUNTY Quality Assurance program will be

produced within 15 business days of said complaint with a follow-up in-person meeting by the MH Program Director and/ or MH supervisor.

- B. Complaints/concerns made toward the District will be directed to the appropriate school personnel to handle per their internal policies and procedures.

**VIII. INDEMNIFICATION:**

- A. It is hereby stipulated and agreed between COUNTY and said aforementioned school district, that within respect to any claim or action arising out of the activities described in this agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements or judgements resulting from negligence, actions, or omissions of its own agents, officers and employees.
- B. The DISTRICT agrees to indemnify and hold COUNTY harmless from all manner of suit, actions, damages, charges, and expenses, including attorney and counsel fees which COUNTY may sustain by reason of said school districts failure to perform this agreement except to the extent that such claims may be made as a result of the negligence of COUNTY, its employees or agents.
- C. COUNTY agrees to indemnify and hold said school district harmless from all manner of suit, actions, damages, charges, and expenses, including attorney and counsel fees which the said school district may sustain by reason of COUNTY failure to perform this agreement except to the extent that such claims may be made as a result of the negligence said school district named in this agreement, its employees or its agents.
- D. The DISTRICT will maintain property insurance, and COUNTY will maintain liability insurance for the duration of this agreement. COUNTY shall indemnify the DISTRICT for any property damage in the area occupied by COUNTY, which is beyond the normal wear and tear for such use.

**IX. PROHIBITION AGAINST ASSIGNMENT:**

Neither party shall assign any part of this agreement without prior written approval of the other party.

**X. ETHICS:**

COUNTY shall comply with all applicable standards of professional ethics/integrity, and shall perform services within areas of competence in accordance with the generally accepted standards and practices

CANTON AREA SCHOOL DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year before written.

**DISTRICT**  
BY: CANTON AREA

\_\_\_\_\_  
Signature: SUPERINTENDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: SCHOOL BOARD DIRECTOR

\_\_\_\_\_  
Date

**BRADFORD COUNTY**  
BY: COMMISSIONERS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zachary R. Gates

Bradford County Commissioners:  
DARYL L MILLER  
DOUGLAS MCLINKO  
ZACHARY R GATES

ATTEST:

\_\_\_\_\_  
Michelle Shedden, Chief Clerk

\_\_\_\_\_  
4-10-25  
Date

SEAL:

**BRADFORD COUNTY HUMAN SERVICES AGENCY**  
BY: BRADFORD/SULLIVAN COUNTY MENTAL HEALTH PROGRAM

\_\_\_\_\_  
Administrator: MAYME CARTER

\_\_\_\_\_  
Director: SHANNON CAHILL

\_\_\_\_\_  
4/9/25  
Date

\_\_\_\_\_  
4/9/2025  
Date



2025-2026 School Year

**Memorandum of Understanding  
Between  
Bradford-Tioga Head Start, Inc.  
And  
Canton Area School District**

**1. The Partners:**

Bradford-Tioga Head Start, Inc. (BTHS), operates center based preschool classrooms for children ages 3- school entry and home based Early Head Start services for pregnant women and children up to the age of 3 across Bradford and Tioga Counties of Pennsylvania. BTHS services are primarily for families who income falls below poverty guidelines. The mission of BTHS is to provide exceptional, educational opportunities and high quality supportive services which empower children and families to grow and thrive.

Canton Area School District provides K-12 educational services in Bradford County. The mission of the Canton Area School District: Focus on Learning: Every child, every day, "The Warrior Way!"

**2. Purpose of Partnership:**

The purposes of this agreement between Bradford -Tioga Head Start, Inc. and Canton Area School District are:

- To assure that there is a continuum of quality of services for young children and families through collaboration and coordination of all programs.
- To support children's optimal development, school readiness and long- term success.
- To address unique strengths and needs of the local population, including but not limited to: homelessness, foster care and Non- English Speaking Families.
- To promote collaboration regarding shared use of facilities and other resources as appropriate.
- To promote further collaboration to reduce duplication and enhance efficiency of services.
- To define the roles and responsibilities of the named parties toward coordination and greater collaboration, enhancing linkages and enhance relationships; and exchange information on the provision of educational and non-educations services.
- To support ongoing communication and parent outreach for smooth transition to kindergarten.
- To coordinate staff trainings, including opportunities for joint staff training.

**3. Authority:**

- A. Head Start Act: Public Law 110-134 Improving Head Start for School Readiness Act of 2007 requires that Head start programs must coordinate and collaborate with the appropriate local entity responsible for managing publicly funded preschool program areas in the service Area of the Head Start Grantee.
- B. Head Start Act: (SEC.642A) Head Start Transition and Alignment with K-12 Education requires that each Head Start Agency shall take steps to coordinate with local educational agency serving the community involved with schools in which children participating in a Head Start program operated by such agency will enroll following such program to promote continuity of services and effective transitions.
- C. The Every Student Succeeds Act (ESSA, Section 1119(a) 1119(b)) requires each LEA receiving Title 1 funds, regardless of whether it operates a preschool program to develop agreements and carry out coordination activities with Head Start Programs and other early childhood programs if feasible.

**4. Areas of Partnerships/Collaborations:**

**A. Education Activities, Curricular objectives and instructions**

Partners will have ongoing communication for continuity of curricular objectives and shared expectations for children's learning and development. Collaborative activities may include but not exclusive to:

- Ongoing Communication
- Shared Resources and Curriculum
- Joint Training or Professional Development

**B. Public Information Dissemination**

Partners will work together to inform the community about the high quality early education programs offered in the area as well as resources to support school readiness. Collaborative activities may include but not exclusive to:

- Recruitment Brochures/ Advertisements
- Public information dissemination and resource development to support and improve school readiness
- Public Relations functions such as fairs or luncheons

**C. Selection Priorities and Definition of Service Areas:**

Partners will work together to optimize opportunities for children and families. Eligible children will be served by the appropriate program that best meets the needs of the family. There will be no competition for children. Collaborative activities may include but not exclusive to:

- Shared Children Recruitment and Referral practices to ensure all children are served by the appropriate program or agency
- Shared wait list to another agency with parental permission
- Coordination of services delivery

D. Professional Development:

Partners may participate in joint staff training and Professional Development on topics such as academic standards, curriculum, instruction, transition and social emotional development. Collaborative activities may include but not exclusive to:

- Share costs associated with trainers and or training materials
- Offer credit or credentialing for joint Professional Development
- Jointly plan training based on shared needs assessment

E. Joint Program Technical Assistance:

Partners may coordinate and support each other through shared expertise and shared technical assistance resources, where feasible. Collaboration may include but not exclusive to:

- Community service/career outreach to high school students
- Kindergarten readiness activities and resources
- Shared assemblies and school events

F. Communication:

Partners may schedule meetings throughout the school year that will provide opportunities to discuss our shared vision about early childhood education which will include but not exclusive to enrollment, recruitment, curriculum, and other collaborative activities.

G. Transition Services:

Partners will plan a coordinated approach transition of children from Head Start to public school experience. Activities could include but not exclusive to:

- Head Start children visiting kindergarten classrooms.
- School District and Head Start teachers making visits to each other's classrooms.
- Head Start children's assessments and pertinent information forwarded to kindergarten teachers with parent's permission.
- Head Start Staff and families will meet with School District representatives to transition children with IEP's from Head Start to public school.
- Head Start children participating in school events and activities as feasible.



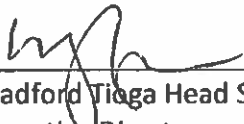
**H. Provision and Use of Facilities and Other Program Elements:**

Partners will share resources when feasible for the betterment of all parties.

- Head Start classrooms will be housed in school districts when feasible to support transition.
- Joint parent activities, education and involvement. Events such as open houses, literacy nights, and other school functions as appropriate will be open to Head Start Parents.
- Partners will exchange information of children's services, as feasible and appropriate.
- Head Start will contract with school district to provide meals when feasible.

5. **Confidentiality:** The partners of this agreement acknowledge confidentiality requirements that each entity must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each entity will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)
6. **Resolution of Differences:** The parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review the MOU, plan collaborative activities, update each other on achievement and resolve issues. Each party will identify a liaison to be responsible for the MOU communication and plan implementation.
7. **Review and Amendments:** The agreement will be jointly reviewed by all partners biennially and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a partner requests a formal change.
8. **Effective Date:** The agreement will become effective immediately after being signed and dated by all partners. By signing the agreement each partner agrees to the terms. The signed agreement will be binding on all successors of partners to the agreement and is developed and agreed upon with mutual respect and cooperation.

9. **Signatures:** The partners believe that a meaningful partnership to promote school readiness can be created so that children are served in a coordinated high quality system. The Partners agree to plan and implement strategies based on practice and research that have proven to support children's school success. The Partners agree to coordinate recruitment and enrollment so that each child and family is served in the best setting and program cooperate to maximize community resources.

  
\_\_\_\_\_  
Bradford Tioga Head Start, Inc.  
Executive Director  
5 Riverside Plaza  
Blossburg, PA 16912  
570-638-1400

\_\_\_\_\_  
Canton Area School District  
School District Representative  
509 East Main St  
Canton, PA 17724  
570-673-3191

5/19/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WW 05/23/25  
Bd App 6/12/25

**FINANCE COMMITTEE MEETING  
MINUTES  
CANTON AREA SCHOOL DISTRICT  
MAY 20, 2025**

The Canton Area School District Board of Education held a Finance Committee meeting on May 20, 2025 at 4:00 p.m. in the high school library.

**BOARD MEMBERS PRESENT**

Mr. Ryan Allen, Mrs. Arica Jennings, and Mrs. Judy Sourbeer were present.

**OTHERS PRESENT**

Dr. Amy Martell, Superintendent, and Mr. Mark Jannone, Business Manager, were present.

**SESSION CALLED TO ORDER**

Mr. Allen called the meeting to order.

**COMMITTEE DISCUSSION**

Mr. Jannone discussed the following items with the committee:

- **BUDGET** - Mr. Jannone discussed a summary of the 2025/2026 General Fund Budget, explaining the major variances from last year. It was pointed out that specifically special education expenses are projected to increase by \$250,000 due to incoming students.
- **ELECTRICITY COSTS** - Mr. Jannone educated the committee on the capacity charges that electric companies will bill their customers beginning June 1, 2025. The effect to the Canton Area School District is expected to be \$32,700. Mr. Jannone offered that the district could avoid that fee by entering into a revised agreement with our electricity producer, Constellation. He recommended entering into a new agreement which will run from December 2025 through December 2029.
- **DIGITAL SIGN** - The committee discussed the potential placement locations for the digital sign that the Alumni Association plans to donate. Multiple locations were discussed, and it was ultimately decided that we have to make a model of the sign and place it in various locations to check visibility.

**MEETING ADJOURNED**

The meeting was adjourned at approximately 4:40 p.m.

Respectfully submitted,

Mark Jannone  
Business Manager / Board Secretary

WW 5/23/25  
BOA 6/12/25

# CANTON AREA SCHOOL DISTRICT

"WARRIOR PRIDE"

## ADMINISTRATIVE OFFICES

509 East Main Street - Canton, PA 17724  
Ph: (570) 673-3191 Fax: (570) 673-3680

## OFFICE OF SUPPORT SERVICES

545 East Main Street - Canton, PA 17724  
Ph: (570) 673-3983 Fax: (570) 673-4652



[www.canton.k12.pa.us](http://www.canton.k12.pa.us)

## CANTON AREA ELEMENTARY SCHOOL

545 East Main Street, Canton, PA 17724  
Ph: (570) 673-5196 Fax: (570) 673-7929

## CANTON JR. SR. HIGH SCHOOL

509 East Main Street, Canton, PA 17724  
Ph: (570) 673-5134 Fax: (570) 673-5568

## Canton Area School District

### 2025/26 Homestead and Farmstead Exclusion Resolution

**RESOLVED**, by the Board of School Directors of the Canton Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2024, 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. **Aggregate amount available for homestead and farmstead real estate tax reduction.** The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2025:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the 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 \$487,356.12.

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

a. **Homestead property number.** The number of approved homesteads within the School District is 1,333.

b. **Farmstead property number.** The number of approved farmsteads within the School District is 64.

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 1,397.

3. **Real estate tax reduction calculation.** The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(a) aggregate amount available during the school year for real estate tax reduction of \$487,356.12 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 1,398 (before considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead and farmstead exclusion amount), the preliminary calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$348.86.

Based on calculations provided by the School District Business Office from the best available information and carefully evaluated by the School Board, considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead exclusion and the farmstead exclusion amount, an additional aggregate amount of \$8,462.83 will be available during the school year for real estate tax reduction applicable to approximately 1,334 homesteads and farmsteads, resulting in an additional real estate tax reduction amount available for each homestead and farmstead of \$6.34. Adding this additional amount to the preliminary calculation of the maximum real estate tax reduction amount of \$348.86 results in the final maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$355.20.

WITNESS my signature and seal as of this 12<sup>th</sup> day of June 2025.

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Mark Jannone, Business Manager / Board Secretary

# Canton Area School District Gaming Money Distribution for Tax Relief.

Tax Reduction	County	2025/2026	Approved	Per HS/FS	Assessment	Unallocated	Adjusted	Maximum	Adjusted
Allocation		Millage	HS/FS	Share	Decrease	Funds	Share	Decrease	Assessment
\$487,356.12	Brad. Co.	37.5487	944	\$348.86	9,291	\$4,709.43	\$355.20	76,375	9,460
	Lycd. Co.	14.8708	157	\$348.86	23,459	\$895.31	\$355.20	76,375	23,886
	Tioga Co.	7.9516	296	\$348.86	43,873	\$2,858.09	\$355.20	76,375	44,670
Totals				1,397				\$8,462.83	
				1,334	for unallocated funds			\$6.34	

Note: Parcels that generate a tax bill of less than \$355.20 will max out at the entire bill (\$0 tax due).

ww 5/16/25

Northern Tier Counseling, Inc.  
Partial Hospitalization Program Contract  
2025-2026 School Year

Bd App 06/12/25

**LETTER OF AGREEMENT  
BETWEEN  
NORTHERN TIER COUNSELING, INC.  
AND  
CANTON AREA SCHOOL DISTRICT**

**Purpose:**

This agreement is entered into between NORTHERN TIER COUNSELING, INC., and the CANTON AREA School District for the provision of ***Children / Adolescent Partial Hospitalization services***. A Partial Hospitalization program is defined as: *Partial hospitalization*—A nonresidential treatment modality which includes psychiatric, psychological, social, and vocational elements under medical supervision. It is designed for patients with moderate to severe mental or emotional disorders. Partial hospitalization patients require less than 24-hour care, but more intensive and comprehensive services than are offered in outpatient treatment programs. Partial hospitalization is provided on a planned and regularly scheduled basis for a minimum of 3 hours, but less than 24 hours in any 1 day. Per regulation the goal of a Partial Hospitalization Program is as follows:

**§ 5210.6. Goal and objectives.**

The goal of partial hospitalization is to increase the level of patient functioning. The service may be provided to clients with chronic or acute mental disorders who require active treatment. Its objectives include the following:

- (1) The diversion of patients from acute psychiatric inpatient units or to shorten the length of stay.
- (2) Crisis stabilization and treatment of chronically ill patients currently in treatment require more intensive service for some period of time, than is provided in outpatient or aftercare programs.
- (3) The return to the community of intermediate or long-term patients.

Northern Tier Counseling offers a licensed Children's and Adolescent Partial Hospitalization program under the direction and licensure of the Department of Human Services. It therefore is under a set of regulations that monitors quality and staff ratios per the 5210.31 regulations to have one clinical staff person for every 5 students and 2 hours of psychiatric time per every 2 students per week. Northern Tier Counseling will follow all staffing regulations set forth by the Department of Human Services. The

psychiatric time will be covered by Northern Tier Counseling, Inc., psychiatrist or a Psychiatric Certified CRNP, "Certified Registered Nurse Practitioner". Northern Tier Counseling will supply a full-time teacher and a teacher's aide for the program. The maximum classroom size is 15.

The services will include but not be limited to assessment and evaluation, medication management, therapeutic treatment interventions, psycho educational groups, family counseling, and any requested meetings with school personnel.

### **Provisions:**

1. **Northern Tier Counseling will provide:**

- a. A Mental Health Professional is defined as—A person trained in a generally recognized clinical discipline including, but not limited to, psychiatry, social work, psychology or nursing, rehabilitation or activity therapies who has a graduate degree and mental health clinical experience. This Mental Health Professional will work under the supervision of the facilities Clinical Director and Psychiatric staff. NTC will also cover all required credentialing and licensure requirements to comply with and enable onsite partial hospitalization services under The Department of Human Services.
- b. The Mental Health Professional will assess, evaluate, and staff all cases with Northern Tier Counseling's Clinical Director and/or psychiatrist upon their admission and referral. This staffing will determine the child's level of care needs and required interventions towards successful clinical outcome. The Mental Health Professional will also manage all referrals for additional services that may be recommended in addition to the onsite treatment.
- c. The Mental Health Professional will oversee the clinical service provision to all clients. They will develop the initial treatment plans for all students. They will coordinate Discharge Planning in a timely fashion for all students.

### **ITEMS OF CONCERN:**

1. **Professional Liability**

- a. All Northern Tier Counseling staff are covered under a corporate umbrella liability insurance policy and will remain covered as long as they are an employee of Northern Tier Counseling. Policy covers 1



million per incident with a 3 million aggregate. The policy covers the practitioner's malpractice, general liability, and worker's compensation. The policy is renewed every year and required by law. Copies of the policy deck page will be provided to the districts per request.

**2. Supervision and Responsibility:**

- a. Northern Tier Counseling personnel are under the direct supervision of and are responsible to Northern Tier Counseling and are expected to act in a manner consistent with Northern Tier Counseling policy and procedures as well as the policy and protocols of the school district that they are providing services. All school crisis plans, and disciplinary policies of the school will be reinforced and adhered to. Northern Tier Counseling shall ensure that all Northern Tier Counseling personnel who will have regular direct contact with students will secure all clearances required by law.

**3. Quality Assurance:**

- a. To ensure quality-of-service delivery and documentation, Northern Tier Counseling will conduct medical record audits to verify documentation and adherence to confidentiality laws. These audits will be conducted per corporate policy and procedures to ensure compliance with licensing and billing regulations.
- b. Any significant concerns and or complaints regarding the services being delivered will be directed to Northern Tier Counseling's Director of Children's Services; Amy Carr LCSW. These issues can then be reviewed by both parties on an as needed basis.
- c. Quality assessment surveys will be done at least annually. Outcomes available on request.

**4. General Provisions:**

- a. Northern Tier Counseling and the school district have exclusive control of the management, assets, and affairs of their respective corporations. Neither party by virtue of this agreement assumes any liability for any debts or obligations of either financial or legal in nature that may be incurred by the other party to this agreement.
- b. Neither Northern Tier Counseling nor the school district may use the name of the other party in any promotional or advertising material unless review and express written approval of the intended use shall first be obtained from the party whose name is being used.
- c. Nothing in this agreement should be construed as limiting the right of either party to affiliate or contract with any other party or organization on either a limited or general basis while the agreement is in effect.

**TERM OF CONTRACT:**

1. This agreement will be for one general school year while the school is in session. This agreement will renew for each additional school year unless written notice of termination is given by either party at least 90 days prior to the initial termination date.
2. This agreement may be modified at any time but only with the mutual written consent of both parties.
3. Northern Tier Counseling and said school district reserves the right to immediately terminate or suspend this agreement in instances where there is clear and present danger to the health and safety of either party's consumers receiving services under the terms of the agreement or if either party, at their discretion, feels there has been a serious violation of either party's policies or regulations.
4. Any violation of State or Federal Regulations/Policies resulting in a criminal prosecution in which the outcome is a guilty plea or a conviction of a criminal offense by said school district or Northern Tier Counseling may be considered a breach of the agreement and either party may declare said agreement terminated.
5. Neither party shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather legal acts of the public authority or delay or default that cannot reasonably be foreseen or provided against.

**PAYMENT FOR SERVICES**

1. Northern Tier Counseling will bill all appropriate insurances upon the student's admission to the Partial Program.
  - a. If the student is not covered by insurance, Northern Tier Counseling staff will aid in the process of applying for insurance coverage.
  - b. If the Parent/guardian, School District, and the treatment team- led by the psychiatrist are in agreeance that the child should attend the Partial Program and their insurance has denied payment or has exhausted the Partial benefit; then the district will pay \$75.00 per day for continued placement at the Partial Program. This placement will be reviewed every 20 treatment days to ensure quality care and appropriate discharge planning is occurring.
  - c. The School District will be charged a rate of \$145.00 per day per student for the teaching component of the child.

- d. Attendance reports will be shared with the School District monthly.
- e. If the student is absent from the program the referring District will be charged \$125.00 per day per absence.
- f. If a student exceeds 10 days absent days from Partial; either excused or unexcused, the school will be notified on day 10. A team meeting will be scheduled to determine if an Attendance Plan needs to be developed to monitor attendance or if the student should be discharged from Partial.
- g. If the student is absent due to medical or psychiatric inpatient hospitalization, the School District will be notified immediately upon our notification of the admission.
  - 1. If the Inpatient hospitalization exceeds more than 10 consecutive school days, the School District will be notified on day 10. At this time, the District and Partial Program will be encouraged to hold a clinical team meeting or CASSP meeting to determine the clinical plan for the student.

### **CONFIDENTIALITY**

- 1. Northern Tier Counseling is a licensed Child and Adolescent Partial Hospitalization Program in the Commonwealth of PA under the Department of Human Services. It is therefore required to follow and maintain all HIPPA and Confidentiality Laws as put forth.
- 2. All records, names, identities, of people treated, counseled, or medicated will be protected and adhered to by such HIPPA and confidentiality laws.
- 3. If disclosures are requested for the benefit of the student, the laws governing such releases of information will be followed. A written release of information is required for such disclosures. Children under the age of 14 will also need the written release consent from their legal guardians for such disclosures to occur.
- 4. Northern Tier Counseling staff will be responsible for ensuring the security of all client records and shall ensure compliance with all regulations and statutes concerning the retention of said records.
- 5. Regulatory requirements related to FERPA will be monitored and recognized.

### **COMPLAINTS/GREIVANCES:**

- 1. Northern Tier Counseling considers a complaint or grievance to be an expressed concern by a consumer / parent / or colleague. Northern Tier Counseling requests that such concerns are put in writing and forwarded to the Clinical Director; Amy Carr, LCSW. Northern Tier Counseling will then address said

concern through its internal grievance and complaint policies. A written response from Northern Tier Counseling's compliance program will be produced within 15 days of said complaint. There will be an option of an in-person meeting by the Program Director to ideally resolve the grievance.

2. Complaints made toward the district will be directed to the appropriate school personnel to handle them according to their internal policies and procedures.
3. Should an issue not be able to resolve through the Clinical Director; the Northern Tier Counseling, Inc., President/CEO should be contacted. Additionally, the Mental Health Director within Bradford County Human Services could also be contacted.

### **IMENDNIFICATION**

1. It is hereby stipulated and agreed between Northern Tier Counseling and the aforementioned school district, that with respect to any claim or action arising out of the activities described in this agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions, or omissions of its own agents, officers, and employees.
  - a. The School District agrees to indemnify and hold Northern Tier Counseling harmless from all manner of suit, actions, damages, charges, and expenses, including attorney and counsel fees which Northern Tier Counseling may sustain by reason of said school districts failure to perform this agreement except to the extent that such claims may be made because of the negligence of Northern Tier Counseling, its employees, or agents.
  - b. Northern Tier Counseling agrees to indemnify and hold said school district named in this agreement harmless from all manner of suit, actions, damages, charges, and expenses, including attorney and counsel fees which said school district may sustain by reason of Northern Tier Counseling's failure to perform this agreement except to the extent that such claims may be made as a result of the negligence of said school district named in this agreements or its employees, or agents.

**PROHIBITION AGAINST ASSESSMENT:** Neither party shall assign any part of this agreement without prior written approval of the other party.

**ETHICS:** Northern Tier Counseling shall comply with all applicable standards of professional ethics/integrity and shall perform services within areas of competence in accordance with the generally accepted standards and practices.

**For: NORTHERN TIER COUNSELIN, INC.      For: SCHOOL DISTRICT**

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Northern Tier Counseling, Inc., Pres./CEO

Date

District Superintendent

Date

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Print Name

Print Name

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Northern Tier Counseling, Inc., CFO

Date

District Business Manager

Date

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Print Name

Print Name

WW 05/16/25  
Bd App 06/12/25



## Inter-Governmental Agreement for shared Special Education Services

This AGREEMENT is made this 1st day of July 2025 between Canton Area School District, and **BLaST, Intermediate Unit #17**, of Williamsport, Pennsylvania, and Canton, Pennsylvania with its principal business office located at 33 Springbrook Drive, Canton, PA 17724.

WHEREAS, the **School District** desires to obtain **Services** through the **Intermediate Unit**; and WHEREAS, the **Intermediate Unit** is desirous of providing such **Services** to the **School District**;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the **Parties** hereto agree as follow:

### General Terms and Conditions

#### Article *Contract Documents.*

§ This **Agreement** consists of only the following: (a) these General Terms and Conditions; (b) the following Exhibits that are attached hereto; and (c) each Student Addendum agreed upon and executed by the **Parties**:

§ Exhibit "A," relating to the **Intermediate Unit's** program and services cost projections;

§ Exhibit "B," relating to the **Intermediate Unit's** supervisor job description;

§ Exhibit "C," relating to the **Intermediate Unit's** inter-district classroom(s) hosted by the school district;

§ The intent of the **Parties** is to include in the contract documents all items necessary for the proper execution and completion of the **Services** by the **Intermediate Unit**. The contract documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the **Parties** shall be required only to the extent consistent with the contract documents and reasonably inferable from them.

§ **Employee** " means any person performing **Services** under this **Agreement** on behalf of the **Intermediate Unit** and includes: (a) **Employees**, agents or officials of the **Intermediate**

**Unit, (b) a subcontractor(s) of the Intermediate Unit, or (c) Employees, agents or officials of a subcontractor of the Intermediate Unit.**

§ **“Services”** means the **Services**, work and deliverables described in Exhibit “A” attached hereto, the **Intermediate Unit’s** duties as described in this **Agreement** and the **Services** or deliverables to be provided by the **Intermediate Unit**. The **Intermediate Unit** may substitute virtual services in the event that in-person services can not be performed, with prior notification to the district.

### **RESPONSIBILITIES OF THE IU**

During the **2025-2026** school year, the IU shall provide and operate the programs and services enumerated in **“Exhibit A”** attached hereto. For purposes of this agreement, the phrase “programs and services” shall mean the following:

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

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

On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to **Exhibit A** for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or

service in accordance with Paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into **Exhibit A** and shall thereby be incorporated into this Agreement.

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

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

In the event the **Intermediate Unit** is unable to provide the **Services** as specified in this **Agreement** because of any act: (a) of God, (b) civil disturbance, (c) fire, (d) riot, (e) war, (f) terrorism, (g) pandemic, (h) epidemic, (i) governmental action, (j) resignation, (k) retirement, (l) termination of an **Employee**, or (m) any other condition or cause beyond the **Intermediate Unit's** reasonable control (each a "**Force Majeur Event**"), shall excuse **Intermediate Unit** from performance under this **Agreement**.

### **RESPONSIBILITY OF THE DISTRICT**

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

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

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

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

Allocation of classrooms and other instructional space is the responsibility of the various school districts participating in this Agreement. Fair-share of space and/or compensation for their equal share is the responsibility of the participating



school districts. Fair share allocations shall be determined no later than August 1, and not changed thereafter without written consent of all districts participating in this Agreement (Exhibit C).

- b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.
- c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1998.
- d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.
- e. The same regular education support and ancillary services as provided to non-exceptional students.
- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.
- g. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party.
- h. IDEA outlines transportation for school age students as the responsibility of the LEA. As defined, transportation includes: "travel to and from school and between schools; travel in and around school buildings; and specialized equipment such as special or adapted buses, lifts and ramps, if required to provide special transportation for a child with a disability." The LEA is responsible for the implementation of transportation services and maintains the contractual relationships with transportation providers for school age children. As it relates to transportation equipment, including travel harnesses, buckles, and/or child passenger restraint systems, it is the responsibility of the driver to confirm their passengers are properly secured before their vehicle is in motion. Transportation drivers have the responsibility of doing the final check of their passengers' safety belts to confirm they are secure.

## **COORDINATED RESPONSIBILITIES**

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

## **PAYMENT SCHEDULE**

The District agrees to pay the IU a total of **\$266,005.10** for the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

1.	August 31, 2025	20%	<b>\$53,201.02</b>
2.	October 31, 2025	20%	<b>\$53,201.02</b>
3.	December 30, 2025	20%	<b>\$53,201.02</b>
4.	February 28, 2026	20%	<b>\$53,201.02</b>
5.	April 28, 2026	20%	<b>\$53,201.02</b>

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

## **LIABILITY**

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

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

None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement shall be considered employees or agents of the District for any

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

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

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

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

**BLaST Intermediate Unit #17**

BY: *Jaime McWett* ATTEST: *Aimee Ripper*

**Canton Area School District**

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

ww 05/16/25  
Bd App 06/12/25

**MINUTES  
CANTON AREA SCHOOL DISTRICT  
MAY 8, 2025**

The regular meeting of the Canton Area School District Board of Education was held in the Canton Jr/Sr High School Library on Thursday, May 8, 2025 at 5:00 p.m.

**MEETING CALLED TO ORDER**

Our President, Mrs. Judy Sourbeer, called the meeting to order, welcomed all in attendance, and reminded the audience to please sign in if they had not done so.

All stood and recited the Pledge to the Flag.

**BOARD MEMBERS PRESENT**

Mrs. Judy Sourbeer, President; Mr. Ryan Allen, Mr. John Ambruch, Mr. Dave DeCristo, Mr. Bill Holland, Mrs. Arica Jennings, Mrs. Sarah Neely, Mr. Tom Resavage, and Mr. Denny Sourbeer.

**OTHERS PRESENT**

Dr. Amy Martell, Superintendent; Mr. Mark Jannone, Business Manager/Board Secretary; Mr. Michael Wells, Elementary School Principal; Mr. Donald Jacopetti, High School Principal; Attorney Cassie Blaney, District Solicitor; Mrs. Amy Repard, Special Education Supervisor; Mr. Matt Jennings, newspaper reporter; Mrs. Talia Roupp, Mr. Lucas Drever, Mr. Brock Kitchen, and Mrs. Barb Machmer.

**MINUTES**

A motion was made by Mrs. Sarah Neely and seconded by Mr. Denny Sourbeer to approve the minutes of the regular meeting of April 10, 2025 and the Building and Grounds Committee meeting of April 1, 2025.

Voice Vote: All nine members present voted yea.  
Motion carried.

**OFFICER APPOINTMENT**

A motion was made by Mr. Denny Sourbeer and seconded by Mr. Bill Holland to appoint the following officer:

- a. Mr. Ryan Allen, Board Treasurer, effective July 1, 2025 – June 30, 2026.

Voice Vote: All nine members present voted yea.  
Motion carried.

**REPORTS**

**Superintendent**

Dr. Amy Martell, Superintendent, reported on the following items:

- Thanked Doug McNett, Doug's Landscaping, who donated mulch for the campus. It looks great! Warrior Pride!
- Ms. Ward-Spencer's and Mrs. Barr's Life Skills classes have been making bubble tea and lemonade the last few months of school to give a tasty treat to interested faculty/staff members.
- ESY will be from June 2 to June 19, 2025 from 8:30 a.m. -11:30 a.m. Mr. Lyon will be our ESY teacher this year. Welcome Mr. Lyon and Mrs. Loveland (paraprofessional) to our team.
- Pursuant to Board Policy 308, the following employee resignations/retirements have been accepted:

- a. Randall Frye, Secondary Music Teacher, effective 5/30/25.
- b. Lyle Wesneski, Varsity Wrestling Coach, effective 4/22/25.
- c. David Reynard, Social Studies Teacher, effective 5/30/25.

### **Business Manager**

Mr. Mark Jannone, Business Manager, reported on the following items:

- Distributed a price breakdown for the proposed chiller R-Newal project for both buildings. Mr. Jannone suggested that the Buildings and Grounds Committee plan a date for another meeting to go over the projects prior to the next board meeting.
- Brock Kitchen and Barb Machmer, representing the Alumni Association, presented a proposal to the board for the purchase of a digital sign. The Alumni Association is offering to purchase and install a digital sign in front of the high school to replace the current stone sign. The approximate cost will be \$22,000 and will be donated by the Alumni Association. Mr. Kitchen indicated that he obtained clearance from both PennDOT and Canton Borough; the only stipulation is that the sign has to be twenty feet away from Main Street. Mr. Jannone again suggested that this topic be discussed in further detail at an upcoming Buildings and Grounds Committee meeting.

### **CITIZEN RECOGNITION – AGENDA RELATED**

There were no comments.

### **BUSINESS**

#### **Treasurer's Report**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the Treasurer's Report as presented for April 30, 2025. (A copy is in the supplemental file.)

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **Bills**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the bills for April.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **Letter of Agreement**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the Letter of Agreement between Canton Area School District and Bradford/Sullivan Drug & Alcohol, Single County Authority for the purpose of providing a Student Assistance Program (SAP) Liaison effective July 1, 2025 to June 30, 2026.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **Depositories**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve Chemung Canal Trust Company and First Citizens Community Bank as daily depositories for the 2025/2026 year.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **2025/2026 Bids**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the General Business, Art, Shop, Science, Custodial, and fall/winter Athletic bids for the 2025/2026 school year, not to exceed the combined threshold of \$35,909.21.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Agreement**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the 2025/2026 DARTS software agreement through BLAST IU 17.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Technology Agreement**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the BLAST Technology Services Agreement for the 2025/2026 school year.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Agreement**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to accept the Sponsor-to-Sponsor Agreement between Bradford Tioga Head Start, Inc. and Canton Area School District effective July 1, 2025 through June 30, 2026.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Homestead/Farmstead Relief**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to accept the state's disbursement of gaming funds to provide homestead/farmstead relief per Act of 2006 in the amount of \$487,356.12.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Agreement**

A motion was made by Mrs. Arica Jennings and seconded by Mr. John Ambruch to approve the CSBBH Friendship House Agreement.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Preliminary Budget**

A motion was made by Mr. Ryan Allen and seconded by Mr. John Ambruch to approve the Canton Area School District 2025/2026 proposed preliminary budget with revenues of \$19,430,554 and expenditures of \$19,550,448.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

## **PERSONNEL**

### **List Additions**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve the following additions to the substitute list, pending completion of required paperwork:

- a. Shawna Pepper, Paraprofessional, retroactive to 4/11/25.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Volunteers**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve the following volunteers; all paperwork has been completed:

- a. Shawna Pepper, elementary and high school classrooms/field trips, retroactive to 4/11/25.
- b. Sharae Roof, elementary classroom/field trips, retroactive to 4/23/25.
- c. Kiana Campbell, elementary classroom/field trips, retroactive to 5/5/25.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Agreement**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve the Agreement #2025-03 between the Canton Area School District and Employee #1202.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

### **Unpaid Days**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve unpaid days for the month of April 2025, for the following employees:

- a. Employee #1829 - .5 day
- b. Employee #1835 - .5 day
- c. Employee #1914 - 1.5 days
- d. Employee #1857 - 2.5 days
- e. Employee #1744 - 1 day
- f. Employee #1765 - 3.5 days
- g. Employee #1846 - 3.5 days

Roll Call Vote: All nine members present voted yea.  
Motion carried.

## **FINANCE/POLICY**

### **Second Reading**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve the second reading of the following new/revised policies:

- a. No. 103 Discrimination/Harassment Affecting Students (revised)
- b. No. 104 Discrimination/Harassment Affecting Staff (revised)
- c. No. 336 Personal Necessity Leave (revised)
- d. No. 105.1 Review of Instructional Materials by Parents/Guardians and Students (revised)
- e. No. 105.2 Exemption from Instruction (new)
- f. No. 106 Guides for Planned Instruction (new)
- g. No. 107 Adoption of Planned Instruction (new)

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **First Reading**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve the first reading of the following revised policies:

- a. No. 112 School Counseling
- b. No. 113 Special Education
- c. No. 113.3 Screening and Evaluations for Students with Disabilities
- d. No. 115 Career and Technical Education
- e. No. 140 Charter Schools
- f. No. 146 Student Services
- g. No. 210 Use of Medications
- h. No. 601 Fiscal Objectives
- i. No. 621 Local Taxpayer Bill of Rights
- j. No. 701 Facilities Planning

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **Policy Retirement**

A motion was made by Mr. Bill Holland and seconded by Mrs. Arica Jennings to approve the retiring of the following policy:

- a. No. 211 Student Accident Insurance

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **OTHER ITEMS**

##### **Class of 2025**

A motion was made by Mr. Ryan Allen and seconded by Mr. Denny Sourbeer to accept the Canton Area Jr/Sr High School tentative class list of 2025.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **2024/2025 District Calendar**

A motion was made by Mr. Ryan Allen and seconded by Mr. Denny Sourbeer to approve the updated 2024/2025 Canton Area School District calendar.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **Agreement**

A motion was made by Mr. Ryan Allen and seconded by Mr. Denny Sourbeer to approve the 2025 - 2029 Student Teacher Agreement between Canton Area School District and Commonwealth University.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **Field Trip Request**

A motion was made by Mr. Ryan Allen and seconded by Mr. Denny Sourbeer to approve the following



overnight field trip request:

- a. From Tom Hojnowski, PA FFA Summer Convention, June 10 - 11, 2025 at Penn State University.

Roll Call Vote: All nine members present voted yea.  
Motion carried.

#### **CITIZEN RECOGNITION - NON-AGENDA RELATED**

Attorney Blaney indicated that she was speaking as a parent and wanted to compliment the chaperones and students who attended a New York City field trip. She was particularly impressed with how well the students behaved.

#### **Announcements**

There was an Executive Session prior to the Board Meeting, at 4:30 p.m., to discuss the annual safety report, security, and personnel matters.

The next Board Meeting will be held Thursday, June 12, 2025, at 5:00 p.m. in the Canton Jr/Sr High School Library, Canton, PA.

#### **Meeting Adjourned**

A motion to adjourn was made by Mrs. Arica Jennings and seconded by Mrs. Sarah Neely.

Voice Vote: All nine members present voted yea.  
Motion carried.

Mrs. Sourbeer adjourned the meeting at approximately 5:29 p.m. on a unanimous voice vote.

Respectfully submitted,

Mark S. Jannone  
Business Manager/Board Secretary

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# DIVISION OF EDUCATIONAL PLANNING CONTRACT

Proposal by:

Director of Educational Planning  
BLaST Intermediate Unit 17



Thank you for requesting contracted services with the Division of Educational Planning at BLaST Intermediate Unit 17.

#### What Happens Next?

1. Once approved by your Board of Directors, please send a signed copy to the Director of Educational Planning.
2. The Executive Director of BLaST Intermediate Unit 17 will sign the contract.
3. The Director of Educational Planning will send an official signed copy to the client for official records.
4. The Director of Educational Planning will introduce the PoC to the client via email.
5. IU PoC will schedule a consultation with the client to discuss:
  - a. The contract
  - b. Needs and support
  - c. Dates
  - d. Implementation plan
6. Client may access status of contract delivery by logging into Halo.
7. Director of Educational Planning will do periodic touch points with the client to ensure fidelity of contract implementation throughout the year.
8. At the end of the contract year, a confirmation of services will be sent to the client
9. BLaST Intermediate Unit 17 Business Office will invoice upon confirmation.



## BLAST INTERMEDIATE UNIT 17

As an educational service agency, BLaST Intermediate Unit 17 is proud to support its schools and communities across Bradford, Lycoming, Sullivan, and Tioga Counties, as well as its business partners throughout Pennsylvania. At BLaST, our vision is to transform lives and communities through educational services. We strive to achieve this vision through our mission of providing, facilitating, and creating high-quality educational solutions.

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## THE DIVISION OF EDUCATIONAL PLANNING

Our staff's goal is to provide high-quality, personalized professional growth opportunities to school district teachers and staff, as well as business and community members. We offer a wide range of opportunities to meet your needs.

Our education consultants offer sessions on a range of topics, including, but not limited to, regular and special education teaching strategies, data analysis, multi-tiered systems of support (MTSS), differentiated instruction, standards-aligned instruction, STEM and innovation, behavior, transition, assistive technology, systems development and more.

Our goal is to continue offering enriching face-to-face professional development opportunities while integrating online offerings in an effort to better serve our large geographic region. We will continually strive to provide learning opportunities that integrate face-to-face and online learning experiences.

**Transforming Lives and Communities  
through Educational Services**

### **Fee Schedule**

Fees will depend on the service and the educational consultation. The cost of services will be agreed upon and communicated between both parties. The number of days in this contract includes consultant planning and implementation time. BLaST Intermediate Unit 17 will invoice at the conclusion of the terms of the contract.

### **Responsibilities of BLaST Intermediate Unit 17**

BLaST Intermediate Unit 17 will provide a Division of Educational Planning member who specializes in the professional learning topic or service. If the specified consultant cannot fulfill the number of days or the training(s) requested, IU 17 will designate another IU employee or contractor to fulfill the remaining services. IU 17 will notify the client of any changes before the next scheduled service.

### **Responsibilities of Client**

The client is responsible for ensuring the best efforts to meet anticipated timelines for service completion and maintaining efficient and effective communication throughout the contract terms.

If the client is unsatisfied with the contracted service, the client must communicate dissatisfaction immediately to the Director of Educational Planning. Feedback is appreciated and welcomed to address areas of improvement.

### **Change of Service/Cancellation of Service**

The District acknowledges and agrees that the total number of contracted service days constitutes a commitment to utilize the contracted days. While every attempt will be made to honor district changes midyear, if the IU is unable to reallocate contracted days, then the district will be financially responsible for all contracted days regardless of usage. These days will not be credited, refunded, or carried over to subsequent contract periods.

**Notification Requirement:** Any request to reduce the number of contracted days must be made in writing via email to the Director of Educational Planning and approved by the IU prior to February 1 of the year in which the contract is in effect. Requests for changes to the agreed upon days will be subject to the terms and conditions of this agreement, including the IU's ability to reallocate resources and staffing.

The IU will make a good-faith effort to honor requests for reduction and addition of contracted days and will be based on the IU's ability to reallocate resources and staffing to meet the request.

**Late Notifications:** Any requests made after February 1 will be considered, however the district will be financially responsible for all contracted days, regardless of usage, if the IU cannot reallocate the contracted days. In some cases, a carryover of unused days will be considered and based on staff availability. Any carryover days will be subject to increases in daily rates.

**Terms of Agreement:** a. Except for the modifications specified in this change of service, all other terms and conditions of the original agreement remain in full effect. b. An MOU outlining changes will be drafted and shared with the district following approval of the Executive Director.

**Transforming Lives and Communities  
through Educational Services**





# **Terms & Conditions Contract**

**Between**

**BLAST IU17**

**&**

**CANTON AREA SD**

509 E Main St  
Canton, PA

17724

# General Contract Details

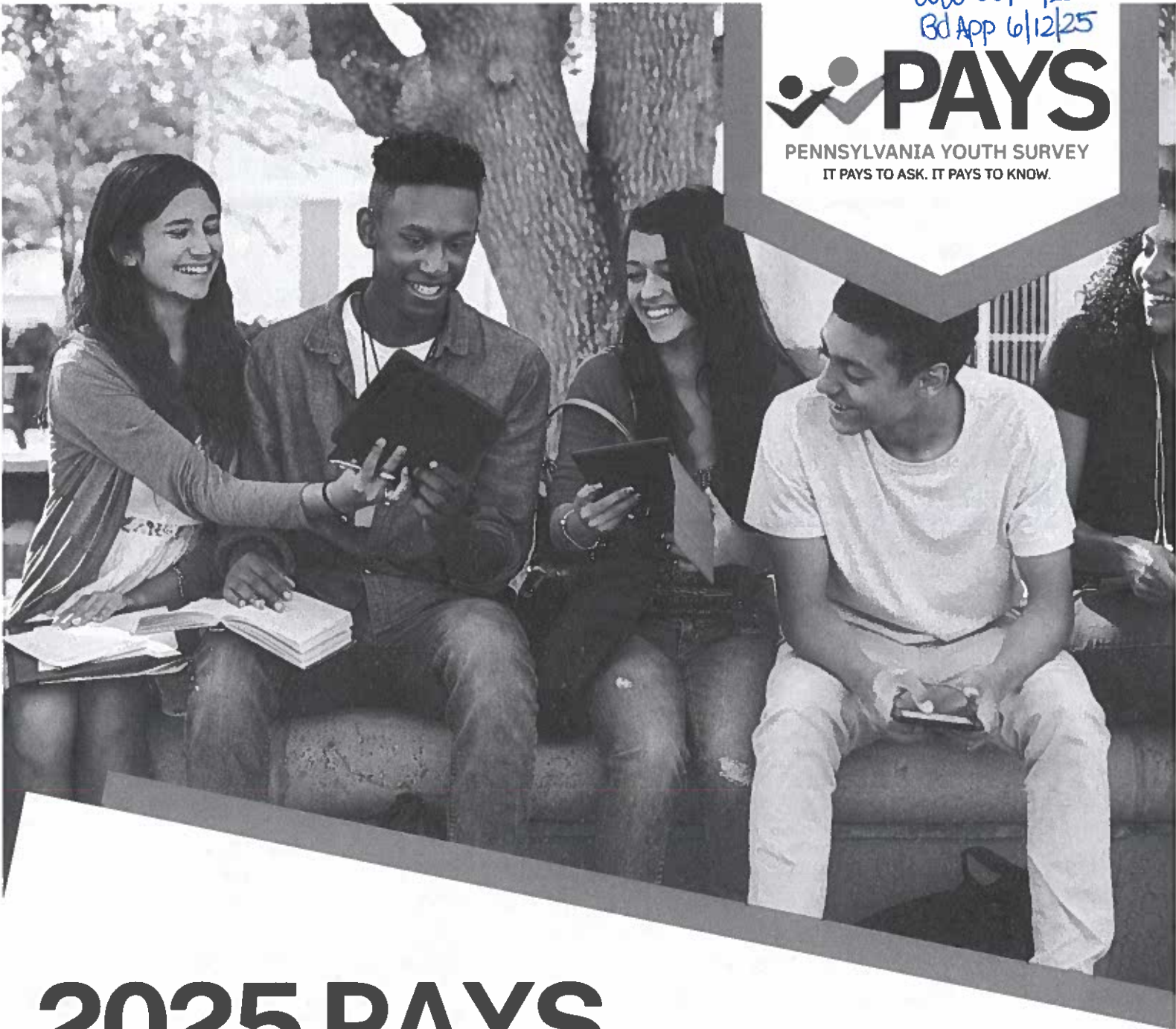
<b>Contract Type:</b>	Division of Educational Planning
<b>Contract Start Date:</b>	7/1/2025
<b>Contract End Date:</b>	6/30/2026
<b>Days Per Period:</b>	16
<b>Charge Per Day:</b>	725
<b>Total Charge:</b>	\$11,600.00
<b>Total Charge (Optional):</b>	
<b>Contract Created by Agent:</b>	Elizabeth Segraves
<b>Ticket ID Linked To Contract:</b>	60
<b>General Contract Notes:</b>	Provide the district with support in CKLA / TDA literacy implementation and supports during the course of the year, not to exceed 16 days.
<b>Canton Area SD (District LEA) Signature</b>	
<b>Canton Area SD Signature Date (MM/DD/YYYY)</b>	
<b>BLaST Intermediate Unit 17 Signature</b>	
<b>BLaST Intermediate Unit 17 Signature Date (MM/DD/YYYY)</b>	

WW 05/16/25  
Bd App 6/12/25



PENNSYLVANIA YOUTH SURVEY

IT PAYS TO ASK. IT PAYS TO KNOW.



# 2025 PAYS

Pennsylvania Youth Survey

## PAYS Frequently Asked Questions

Information about the 2025 PAYS and answers to the most frequently asked questions.



## Introduction

From September to December 2025, the Pennsylvania Youth Survey (PAYS) will be conducted throughout the state. PAYS has been conducted every other year since 1989. **In the most recent administration, 407 school districts and non-traditional schools in 66 counties participated in PAYS.** In 2025, PAYS will again be offered to all public, private, and charter schools in the state at NO COST, thanks to the sponsorship of the state agency partners. This fact sheet provides answers to questions you may have about the 2025 PAYS.



### **PAYS is supported by:**

Pennsylvania Department of Education, Pennsylvania Department of Drug and Alcohol Programs, and Pennsylvania Commission on Crime and Delinquency





# **PAYS Frequently Asked Questions**

## **What is the Pennsylvania Youth Survey?**

The Pennsylvania Youth Survey (PAYS) is a biennial survey of youth in the 6th, 8th, 10th, and 12th grades. PAYS asks questions about students' perspectives of their school environment, attitudes, knowledge, and behaviors concerning mental health, alcohol, tobacco, other drugs (ATOD), violence, and other health risk behaviors. The survey also collects information about risk factors, which are the conditions that increase the likelihood that a child will develop problem behaviors later in life. It also collects information about protective factors – people or conditions in a community that can buffer youth from risk.

## **What is the purpose of PAYS?**

PAYS gathers local data and information needed to identify appropriate prevention and intervention programs to address such problems as mental health concerns, substance use, and violence in our schools and communities. Schools, government agencies, local stakeholders, and community prevention coalitions use PAYS data to assess issues facing youth in a community, identify programming that can be used to address the locally-identified problems, select curricula, and demonstrate the need for funding through grant submissions and presentations to potential funders. It also helps schools, districts, and counties judge the effectiveness of current prevention and intervention efforts and to make appropriate corrections. In addition, PAYS seeks youth input on protective factors or supports in their communities, family lives, and interpersonal relationships that help them succeed in life. Through PAYS data, especially the risks faced by and protections available to youth, communities can utilize a data-driven decision-making process to use limited prevention resources best.



# PAYS Frequently Asked Questions

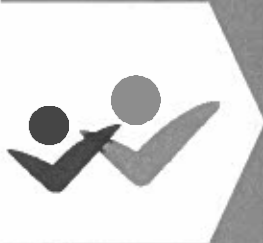
## **What schools are eligible to participate?**

In 2025, PAYS is once again being offered to all schools, including public, private, parochial, cyber, and charter schools in Pennsylvania, at no charge. Bach Harrison, Survey Contractor, is communicating with District Superintendents and Charter/Non-Public School Administrators regarding registration for the 2025 PAYS and PAYS Jr. If you would like to request that a registration link be shared with you, please reach out to [PAYSSupport@bach-harrison.com](mailto:PAYSSupport@bach-harrison.com) and provide the name of your District or Charter/Non-Public School.

## **Why should my school participate?**

PAYS is the only survey offered in Pennsylvania that collects the level of detailed risk and protective factor data used to identify individual community needs. Schools, school districts, and counties can then work with local prevention partners to select and implement appropriate services that address the specific risk and protective factors identified by PAYS data. Reports (generated at state, county, and school levels) produced from the results will provide information on problems such as mental health concerns, substance use, and bullying and the risk and protective factors, such as commitment to the school, that influence those problems. PAYS gives youth a voice in the decisions being made for them. This perspective is often missing from prevention planning discussions.

Furthermore, PAYS results can be used to help ensure that participating counties continue to make essential prevention funding available, which benefits area school districts, schools, and the community. PAYS data can be used to inform local funding decisions, included in grant applications to state and federal government, and included in funding requests to foundations and private sector funders.



# PAYS Frequently Asked Questions

## **Is student participation anonymous?**

Yes, completely anonymous and confidential.

Students who complete the paper-based survey are given a survey booklet containing the question items and a place to record responses. The survey booklet will not contain the student's name or other identifying information. Before they begin, students must be reminded not to write their name or other identifying information on the booklet. When completing the survey, students will be arranged in the classroom so their responses cannot be seen by the proctor or any of the students' peers. At the end of the class period, each student will immediately place the survey booklets in an envelope. The envelope will be sealed. Each school's contact will pick up the completed surveys in the sealed envelopes and ship them directly to the PAYS vendor, Bach Harrison, L.L.C., in Salt Lake City, Utah, using a prepaid FedEx Ground label.

Students who complete the survey online are given an anonymous link. Online responses do not include the student's name or other identifying information.

## **Are sensitive questions asked?**

The survey includes questions related to alcohol, tobacco, and other drug use; violent behaviors; mental health; other health risk behaviors; and related risk and protective factors. The survey questions are designed to measure attitudes and behaviors. Unless questions in these topic areas are asked directly, prevention planners cannot know the degree to which the youth in Pennsylvania engage in these health risk behaviors. It is important to remember the survey is anonymous and confidential, so no student's responses can be connected with that student. Students are informed that they may also skip any questions that they do not feel comfortable answering or that they do not understand. They are also informed that if they have any questions or concerns after taking the survey, they can talk with their school counselor or a trusted adult. Research shows asking youth about these health risk behaviors does not make them more likely to engage in that behavior.



# PAYS Frequently Asked Questions

## **Can I see the 2025 PAYS survey questions?**

A copy of the questions on the 2025 PAYS can be requested on this website:  
<https://epis.psu.edu/paysquestion>

## **What if a parent does not wish their child to participate?**

School PAYS Coordinators will be working with schools to distribute passive parental consent forms (or active consent forms in the event a school chooses that approach). Passive parental consent forms will inform parents and caregivers about the survey and instruct them to contact the principal's office to opt their child out of participating in the survey. The School PAYS Coordinator will ensure that students who do not have parental or caregiver permission will not take the survey.

If a parent does decline, their child will be allowed to read or participate in some other alternate activity while their classmates are taking the survey. If a school district or school chooses to gather active parental consent, School PAYS Coordinators will work with each school to ensure that parental consent forms are received and that only students with parental consent are given the survey.

Contact your local school district or school for more information about specific consent policies and procedures.

## **What will students be asked to do?**

The students will be asked to complete a self-administered survey questionnaire during one class period at school, either via paper and pencil or electronically online, as chosen by their school. The student will be asked to read each question and select the answer that most closely matches the way they feel. All questions are self-reported, and no student information can be identified from the completed surveys. PAYS is also available in a Spanish language version. Schools can request copies of the Spanish version from the vendor, Bach-Harrison.



# **PAYS Frequently Asked Questions**

## **How long does it take to complete PAYS?**

The survey will take approximately 40 minutes to complete and is designed to be administered during a single class period. Although it is expected that the students will have sufficient time to complete the entire survey, they will be informed that they should answer as many questions as possible during the class, but not be concerned if they are not able to finish all of them.

## **When will PAYS be conducted?**

The survey will be administered from **September 2, 2025, through December 22, 2025**, at a time chosen by each local school district and/or school. Within a given school, the survey should be administered to all participating classes during the same class period when possible. This will help prevent students from discussing the questions with classmates who have not completed the survey and from biasing the results.

## **How does the School PAYS Coordinator help with the survey?**

The School PAYS Coordinator, whom each school's superintendent selects, will work with school principals to set an appropriate and convenient survey date, develop a passive parental consent process, and distribute and then collect survey materials. The Coordinator can be a school official or a community prevention partner. Schools that have worked with a community or county partner to facilitate PAYS in past administrations are strongly encouraged to do so again.

## **What will schools be asked to do?**

The survey will be administered in the classroom setting by school staff or a community prevention partner. Administration protocol will be decided by each individual School Entity. Bach Harrison will provide each school with the necessary materials for completing the survey, including proctoring instructions and a standardized proctor video. This video will ensure all students hear and see the same message, which clearly explains the purpose of the survey and emphasizes its voluntary and confidential nature.



# PAYS Frequently Asked Questions

## **How will the results be made available?**

Summary Reports containing local data will be generated at the state, county, and school levels. School-level reports will be provided to the school district superintendent/senior administrator in hard copy and electronic formats no later than April 30, 2026. State and county level reports will be available on the PAYS website at [www.pays.pa.gov](http://www.pays.pa.gov). The statewide and county-level reports will contain only aggregate information; individual district results will not be listed separately in these reports.

## **How can my school and community benefit from this survey?**

PAYS is a holistic approach to learning about students' attitudes and behaviors that represents the entirety of a student's environment – the community, their school, their family, and their peers/self. Information gained from participating in the Pennsylvania Youth Survey (PAYS) allows schools, districts, and communities to receive detailed reports (as described above), and also provide the community with a wealth of data to be used for grant writing, program and school safety planning, as well as targeting interventions to meet a school's and community's specific needs. The survey provides information that can be used to identify the incidence of various health risk behaviors. Additionally, by tracking data over multiple PAYS administrations, prevention planners can assess the impact of programs and services over time. Results of the survey are used to determine the need for prevention services and services to support youth in achieving academic and personal goals.

## **QUESTIONS AND REGISTRATION**

If you have any questions, please visit <http://www.pays.pa.gov/>. If you need additional information about PAYS, please contact Alise Barr, PAYS Support & Development Specialist, at [arh184@psu.edu](mailto:arh184@psu.edu).

To register to participate in the 2025 PAYS, please contact your Bach Harrison Support Team at [payssupport@bach-harrison.com](mailto:payssupport@bach-harrison.com).

Team Members providing support include: Katie Poppler, Jennie Coleman and Rachel Ortega



# **PAYS Jr. Frequently Asked Questions**

## **What is the PAYS Jr.?**

The Pennsylvania Youth Survey (PAYS) Jr. is a new biennial survey of youth in the 4<sup>th</sup> grade. PAYS Jr. is a different survey from the PAYS for grades 6, 8, 10, and 12 and will be available to all districts and schools with 4th-grade students in 2025. PAYS Jr. still asks questions about students' perspectives, but excludes age-inappropriate questions like behaviors concerning alcohol, tobacco, other drugs (ATOD), violence, and other health risk behaviors. The survey covers protective factors, such as resiliency and mental health, sleep, food insecurity, school climate and safety, bullying, and screen time/social media use.

PAYS Jr. was first piloted in 2021 with 19 Pennsylvania schools, expanding to 149 schools in 2023. The 2025 version has been significantly shortened, simplified for age-appropriate reading levels, and revised to better align with Pennsylvania schools' needs.

## **How is the PAYS Jr. administration different from the main PAYS?**

The PAYS Jr. is specific to 4<sup>th</sup>-grade students in the Pennsylvania Commonwealth. PAYS Jr. is available only online, featuring a read-aloud audio option to support student comprehension and simplify administration for teachers. This is a 25-minute survey.

## **Does the Survey Coordinator plan PAYS Jr. as well?**

Yes, the designated survey can coordinate both PAYS and PAYS Jr.

The School PAYS Coordinator, who is selected by each school's superintendent, will work with school principals to set an appropriate and convenient survey date, develop a passive parental consent process, and distribute and then collect survey materials.

WW 5/30/25  
Bd App 06/12/25

Commonwealth University of Pennsylvania  
Memorandum of Understanding  
Early College Program

**THIS AGREEMENT** is entered by and between Commonwealth University of Pennsylvania hereinafter referred to as "the University" and Canton Area School District hereinafter referred to as "the District," a public-school district under the laws of the Commonwealth of Pennsylvania, "the Commonwealth."

**WITNESSETH:**

**WHEREAS**, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

**WHEREAS**, the Legislature has determined by *Act 188 of 1982* that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

**WHEREAS**, the mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

**WHEREAS**, certain students in the District may benefit from the opportunity to take classes offered by the University while enrolled in high school; and

**WHEREAS**, the University wishes to develop an Early College Program to recruit outstanding high school students to the University student body, and

**WHEREAS**, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

**WHEREAS**, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a relationship in a collaborative arrangement; and

**WHEREAS**, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02.

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

**1. Term.** This Agreement shall be effective upon the review and approval of all the necessary parties and Commonwealth officials and in effect as of the date of the last signature. The term of this agreement shall be for a total of three (3) years commencing upon the review and approval of all necessary parties and Commonwealth officials. The agreement will be reviewed at the conclusion of each year, including the ability to suggest recommended changes that satisfy the interests of the District and the University. At the conclusion of the agreement's third year, the parties, at their mutual option, may extend this agreement for another subsequent period of time not to exceed two additional years.

**2. Academic Suitability.** The suitability of any course for the program will be determined by agreement between the District and the University on a course-by-course basis. The District will also determine, on a student-by-student basis, the suitability of a course for each of the District's students who wish to enroll in the course.



**3. Enrollment.** Students must meet the minimum guidelines established by the Early College office. When endorsing a student for the Early College program, please consider the student's character, integrity, and maturity to increase the prospect of success in the program. Students selected by the District for enrollment in an Early College Program course will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students, the District will provide, without cost to the University, the documentation necessary to the students' enrollment. This includes confirmation from the school counselor attesting to the academic preparedness of the student for college-level course(s). Each student will have to apply to the University for non-degree status.

**4. Semesters and Sessions.** Students selected by the District may enroll in online courses, hybrid or blended courses, and/or face-to-face courses under this agreement during both the academic year and the summer and winter sessions as non-degree University students. Enrollment is on a space-available basis.

**5. Regular Admission.** Early College students who are eligible for admission will be automatically reviewed and conditionally admitted to the University. Any other student from the District who wishes to become a fully matriculated undergraduate student upon graduation from high school must follow the normal application process. All students must meet admission criteria for Commonwealth University generally and for any admission criteria specific to the academic program the student is seeking to enroll in. Certain majors, including many in the health sciences, have additional admissions requirements. Tuition reductions described in paragraph 7 do not apply once a student enrolls in the University outside of this consortial arrangement under this Agreement.

**6. Transcription of Courses.** Courses offered under this agreement will be transcribed in the same manner as other courses offered by the University. Students may obtain official transcripts of their coursework from the Office of the Registrar.

**7. Fiscal Issues.** The University will offer courses to the District's students at a single, reduced rate for enrollment, inclusive of tuition and fees. Fees included in the rate exclude the usage of the Recreation Center and Student Health Centers on all campuses of Commonwealth University. The student will be responsible for the following fees:

a) The Early College/dual enrollment program will be at a reduced rate of 75% off of the in-state tuition cost, which is limited to students of the District.

b) University withdrawals and refunds will be handled under the University's refund policy.

**8. Class Size.** Certain minimum class size enrollment may restrict access to desired courses. The University reserves the right to set course enrollment size.

**9. Rights, Privileges, and Responsibilities.** Students registered as non-degree students at Commonwealth University under this agreement will have use of the library, and other academic resources. The Early College students will not have access to the Recreation Center or Student Health Center on any campus of Commonwealth University. All Commonwealth University policies and procedures, including, but not limited to, academic policies and student discipline policies shall apply.

**10. Family Educational Rights and Privacy Act.** All Parties shall agree to keep confidential all personally identifiable student information from educational records provided as set forth in the Family Educational Rights and Privacy Act and its implementing regulations, 34 CFR CH. 99 ("FERPA"). The following requirements shall apply:

- a) All data shared between the University and the District is considered confidential and cannot be disclosed or re-disclosed to any other third party, except as provided below:
  - i. The School District and University may exchange information on the student.
  - ii. Information on the student should only be shared within the School District entity with District officials who have a legitimate need to view the information to verify or audit the qualifications of the student to participate in this program at the University.
  - iii. If the student is under 18, the parents still retain the rights under FERPA at the high school and may inspect and review any records sent maintained by the School District.
  - iv. The University may disclose personally identifiable information from the student's education records to the parents, without the consent of the eligible student, only with the student's written consent or if the student is a dependent for tax purposes under the IRS rules.
- b) For all other sharing purposes not described herein, the University will require students to sign a specific FERPA release.

**11. Liability.** Neither of the parties shall assume any liabilities to each other. As to liability to each other for death to persons, or damages to property, the parties do not waive any defense as a result of entering into this agreement. This provision shall not be construed to limit the Commonwealth's rights, claims, or defenses, which arise as a matter of law pursuant to any provisions of this agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the State System of Higher Education, or the University.

**12. Insurance.** As an agency of the Commonwealth, public university and state instrumentality, there is no statutory authority for the University to purchase insurance. Instead, the University participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Finance and Risk Management of the Pennsylvania Department of General Services.

**13. Amendment.** This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.

**14. Termination.** This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District.

**15. Choice of Law.** This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

**16. Entire Agreement.** This is the entire Agreement between the parties hereto and supersedes all prior negotiations and oral understandings between the parties hereto.

**IN WITNESS WHEREOF,** the President of the University and the Superintendent of the District by their signatures do hereby put this agreement in force.

\_\_\_\_\_  
President, Commonwealth University of Pennsylvania

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provost, Commonwealth University of Pennsylvania

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, School District

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

\_\_\_\_\_  
University Legal Counsel,  
Pennsylvania State System of Higher Education

\_\_\_\_\_  
Date

WW 5/30/25  
Bd App 6/12/25



*Department of Student Services*

Williamsport, PA 17701  
570-323-8561

Canton, PA 17724  
570-673-6001

**IDEA Agreement-Project # 062-23-0017—CFDA #84.027**

*This Agreement* entered into this **1<sup>st</sup> day of July, 2025**, by and between the Board of Education of *Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit #17*, hereinafter called ("BLaST"), and Canton Area School District hereinafter called ("School District").

**Background**

BLaST, on the first day of July 1999, entered into a Contract with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called ("Department"). BLaST agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Grant Agreement and to comply with the terms and conditions of the Grant Agreement and the Department's most current IDEA Application Guidelines, which contract, grant agreements, and guidelines are set forth as Exhibit 1 of this Agreement and are hereby incorporated by reference into this Agreement.

The Department has authorized BLaST to enter into an Agreement with the School District whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in Grant Agreement and compliance with the terms and conditions of the Grant Agreement and the Department's most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligations of the School District and will no longer be a responsibility of BLaST. BLaST has determined that the estimated IDEA allocation for the School District is **\$219,615.94** as set forth in Exhibit 2 which is hereby incorporated by reference into this Agreement. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 3 which is hereby incorporated by reference into this contract.



## **Witnesseth**

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

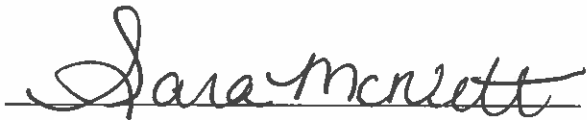
1. BLaST hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the School District to be administered in accordance with Exhibits 1 and 3 of this Agreement.
2. The School District agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibits 1 and 3 of this Agreement.
3. The School District agrees and assumes sole responsibility for compliance with all of the terms and conditions set forth in Exhibits 1 and 3 of this Agreement. Upon the execution of this Agreement, the School District consents to a delegation of all duties and responsibilities imposed upon BLaST as set forth in Exhibits 1 and 3, and BLaST is hereby relieved of any and all responsibility for compliance with the terms and conditions of Exhibits 1 and 3 and the duties and responsibilities set forth therein.
4. The undersigned authorized representatives of the School District hereby certify that the School District's governing body has adopted the terms of this Agreement and has authorized the undersigned in its behalf to enter into this Agreement.
5. Upon execution of this Agreement, the School District hereby agrees to indemnify and save and hold harmless BLaST, members of the Board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, without being limited to, court costs or administrative proceedings, and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably paid or incurred in connection with any civil action, administrative proceeding, or arbitration proceeding instituted against BLaST, members of the Board, officers, agents, servants, and employees, arising from duties performed by School District hereunder or from the payment or administration by BLaST of the District IDEA allocations

The School District agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Agreement the 1st day of July 2025.

**BLaST, IU #17 Representative**

**Canton Area School District  
Representative**

A handwritten signature in cursive script, reading "Sara McNett", written over a horizontal line.

A horizontal line intended for a signature, with no text or marks on it.

### **Allowable/Unallowable Costs**

Costs must be: necessary, reasonable, allocable, and documented.

Guiding questions:

- Is the cost reasonable and necessary for the program?
- Do sound business practices support the expenditure?
- Does the expense support the purpose of the grant?
- Is the expense in compliance with laws, regulations, and grant terms?
- Is the price comparable to that of similar goods or services in the geographic area?
- Is the purchase for excess cost of educating students with disabilities?

For a particular cost to be allowed, it must be an excess cost of providing special education and related services for IDEA Part B.

Costs that are allowed can include, but may not be limited to, the following. However, every effort must be made to allocate ACCESS reimbursable costs to state or local funding whenever possible:

- Extended school year (ESY) programs including ESY transportation and ESY for students with disabilities placed out of state through the Special Education Plan Revision Process (SEPRN)
- Supplemental education costs to support the implementation of the Cordero court decision
- Training programs for parents, teachers and professionals/paraprofessionals who work with students with disabilities
- Occupational and physical therapy
- Hearing impaired services
- Vision impaired services
- Physically impaired services
- Audiology
- Assistive technology specialist
- Orientation and mobility specialists
- Psychiatrists (MD certified for SED)
- Adaptive physical education
- Work experience coordinator and job coaches
- Speech therapy
- Special education teachers
- Clerical staff directly working with allowable professional staff
- Teacher's aides or Paraprofessional personnel
- Bus aides
- Assistive devices
- Psychological services
- Social worker
- IEP specified nursing functions
- Program Monitoring and Evaluation
- Coordinated Early Intervening Services (optional -- available to school districts and public charter schools)



## EXHIBIT 3

25-26

Costs that are **not allowed** can include, but may not be limited to, the following:

- Any expenditure made before the beginning date or after the ending date of an approved project
- School transportation (except for field trips, ESY transportation, etc.)
- Operational costs for school owned property (rent, heat, telephones)
- School administrators
- Construction
- Business costs
- Membership in organizations for individuals
- Travel expenses (except for project paid staff or attendance at project paid activities)
- Food, beverages or snacks (there is a high burden of proof, that paying for food, beverages or snacks with federal funds is necessary to meet the goals and objectives of a federal grant)
- Rental costs for IU programs housed in school district operated buildings
- Costs related to legal counsel and/or attorney fees



2400 Reach Road • P.O. Box 3609  
Williamsport, PA 17701  
570.323.8561 570.323.1738 Fax

33 Springbrook Drive  
Canton, PA 17724  
570.673.6001 570.673.6007 Fax

[www.iu17.org](http://www.iu17.org)

**To:** Business Manager  
**District:** Canton Area School District  
**From:** Sara McNett  
**RE:** IDEA Agreement

May 19, 2025

As a reminder, IDEA pass-through funds are subject to procurement standards under Uniform Guidance (UG). To assist us in our required monitoring efforts, please indicate the procurement process that you anticipate utilizing while expending IDEA pass-through funds during 2025-26. Please sign and return to us prior to June 30, 2025. Thank you for your assistance.

Please check all that apply:

- ☐ 1. Our school district plans to engage in a competitive RFP or formal bid process in order to procure goods/services that will be funded with federal IDEA funds.
- ☒ 2. Our school district plans to fund our own employees' salaries/benefits with federal IDEA funds and will track time/effort for these employees.
- ☐ 3. Our school district wishes to consider a sole source designation for BLaST IU 17 to provide eligible Special Education services to our school district as in-kind services funded with federal IDEA funds.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
School District

\_\_\_\_\_  
Date

## Services Agreement

This service agreement ("AGREEMENT") is entered into on \_\_\_\_\_ (the "EFFECTIVE DATE") by Canton School District, having a principal place of business located at \_\_\_\_\_ ("EMPLOYER"), and U.S. OMNI & TSACG Compliance Services, Inc. ("OMNI/TSA"), having principal places of business at 220 Alexander Street, Suite 400, Rochester, NY 14607. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions ("MTC") located at <https://www.omni403b.com/content/files/terms.pdf>.

### 1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans ("Plan(s)") of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER'S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

### 2. Responsibilities at Implementation

- a. Necessary Information – EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.
- b. Necessary Data – EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.
- c. Necessary Agreements – OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement ("SRA") and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER'S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall forward to the EMPLOYER promptly for EMPLOYER'S consideration and execution Information Sharing Agreements ("ISA") with Investment Providers necessary for the provision of services. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver in the form acceptable to the EMPLOYER and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

### 3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

- a. Participant Support services to address any plan inquiries.
- b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.
- c. Maintain a distribution account for plan contributions.
- d. Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider.
- e. Process SRA's received online, fax or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER'S payroll department or other mutually agreeable platform that can securely transmit confidential information.
- f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO's provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER'S written plan.

- g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
- h. Provide a Plan Document and provide amendments to the Plan pursuant to EMPLOYER'S request or changes in law during the term of this AGREEMENT.
- i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
- j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
- k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
- l. Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
- m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
- n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

- a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
- b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
- c) Provide OMNI/TSA with relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
- d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.

Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

#### **4. Fees**

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

#### **5. Term of Agreement**

Either party may terminate this AGREEMENT without cause upon 30 days written notice to the other party. Either party may cancel this AGREEMENT, immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination with or without cause, EMPLOYER's payment obligations under this agreement shall be limited to the fees of the services completed before the termination, OMNI/TSA shall invoice the EMPLOYER for any amounts due and payable for Services rendered to EMPLOYER prior to the effective date of termination and EMPLOYER shall pay such invoice within thirty (30) days of EMPLOYER'S receipt thereof. Upon payment of such invoice, OMNI/TSA shall deliver to EMPLOYER all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.

#### **6. Legal Compliance**

OMNI/TSA will adhere to all applicable New York State and federal law and regulations governing the performance of Services under this Agreement.

#### **7. Indemnification**

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of

the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

**8. Force Majeure**

Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). EMPLOYER shall have no obligation to pay for services not rendered due to a Force Majeure event, shall have the right to terminate the Agreement immediately upon written notice to OMNI/TSA's of any Force Majeure event.

**9. Governing Law**

This Agreement shall be construed and enforced in accordance with the internal laws of the State of New York without regard to the choice of law provisions. Venue for any legal actions or proceedings arising from or in connection with this Agreement shall be in the courts situated in Onondaga County, New York.

**10. Notices**

Any notices by either party shall be in writing and hand-delivered to the offices set forth above or sent by registered or certified mail to the respective addresses set forth above or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile or electronic mail shall not be considered effective delivery of notice.

**11. Entire Agreement**

The foregoing constitutes the entire and complete agreement between the Parties and if any one provision is deemed void or legally unenforceable, that provision will be severed from this Agreement, and the remaining provisions shall continue in full force and effect. The Agreement shall not be amended, except by express agreement between the Parties, and any such amendment shall be in writing. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

In witness whereof, the Parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

		<b>OMNI AND TSACG COMPLIANCE SERVICES, INC.</b>	
Signed:		Signed:	
Print name:		Print name:	Sarah Breiner
Title:		Title:	Managing Director and General Counsel
Date:		Date:	
EIN:		EIN:	16-1538542

**EXHIBIT A**

**Plan and Fee Schedule**

**Services**

- 403(b) K-12

**Fee Schedule**

**Service Provider Contribution pay – Preferred Provider Program (P3)**

- Limited: P3 providers pay for OMNI/TSACG P3 administration fees on behalf of EMPLOYER.
  - Non-P3 provider fees and Annual Administrative fees: Lesko Financial Services, Inc. (LFS) has agreed to pay OMNI/TSACG's administrative fees associated with (1) non-P3 provider accounts; and (2) annual administrative fee in the amount of \$1500 on behalf of EMPLOYER and as set forth in the Information Sharing Agreements between OMNI/TSACG and Lesko.
    - Lesko has agreed to pay for the above fees on behalf of the EMPLOYER for a term of twelve months from the effective date of Agreement, which shall automatically renew each year, unless LFS sends written termination to OMNI/TSACG and EMPLOYER at least twelve months prior to the term renewal. Upon such termination, Employer will be responsible for any non-P3 provider fees and annual administrative fees.

**Employer:** \_\_\_\_\_

Initials \_\_\_\_\_

ww 5/30/25  
Bd App 6/12/25

## Occupational Therapy Services Agreement

LISA INMAN  
Canton, Pennsylvania  
[linman@frontiernet.net](mailto:linman@frontiernet.net)  
(570) 971-0062

This agreement is made between *Lisa Inman*, private provider of registered occupational therapy services, herein referred to as Lisa Inman, and *Canton Area School District*, herein referred to as the District.

It is mutually agreed as follows:

1. Contract is effective July 1st, 2025 through June 30th, 2026.
2. Occupational therapy (O.T.) will be provided to students referred by the District for screenings, programming, assessment, consultation, meetings, and intervention.
3. \$75 per hour for O.T. Billable services consist of direct intervention, evaluations and assessments, screenings approved by the support director, and billable collateral services. Billable collateral services consist of minimal preparation/set-up, programming, documentation (session notes, progress monitoring/charting, quarterly progress reports, initial and re-evaluations reports, IEP and 504 paperwork, IEP and 504 meetings in person and over phone, and consultation with the educational team and/or aides (for carryover and programming).
4. Lisa Inman will sign into Canton Area Elementary and High School upon entering.
5. Payment to Lisa Inman for O.T. services rendered is dependent upon submission of the required billing invoices. Payment to Lisa Inman from the district will be received within 30 days upon receipt of documentation.
6. The Support Services office will coordinate paperwork needed for Lisa Inman. The district will send parents/guardians the required paperwork needed to pursue an evaluation or re-evaluation and follow up with the parent/guardians if paperwork is not received.
7. Occupational therapy direct services will be limited to the typically scheduled days mutually agreed upon at the beginning of the school year between Lisa Inman and the District during the school calendar when the District is in session. Special circumstances for alternate days or as necessitated for rescheduling missed visits will be arranged based upon Lisa Inman's availability.



8. Lisa Inman will maintain professional liability coverage, up to date licensure and certification, child abuse, criminal records and FBI clearances available upon request.
9. Occupational therapy sessions will take place at Canton Elementary or High School in a designated room. At the District's request, Lisa Inman will be available for alternative service delivery (ie: home instruction or teletherapy instruction) as her schedule allows.
10. Lisa Inman will be provided with a key fob at the start of the school year for entering the district each day to allow for safe and readily accessible readmittance to the building th supplies as well as for circumstances involving working with students outside (ie: playground, fire drills).

5-28-25  
Date

Lisa A. Inman 5-28-25  
Lisa Inman, M.S., OTR/L

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Designee

C.A.S.D. O.T. contract 2025-26

WW 05/30/25  
Bd 6/12/25

**BOARD REPORT**  
**CANTON AREA SCHOOL DISTRICT LIBRARIES**  
**March 2025 – June 2025**

**Circulation: High School**

	<i>March</i>	<i>April</i>	<i>May</i>	<b>YEAR TOTAL</b>
<b>Fiction</b>	71	57	11	<b>482</b>
<b>Non-Fiction</b>	40	53	4	<b>411</b>
<b>Graphic Novels</b>	6	10	3	<b>122</b>
<b>Total</b>	<b>117</b>	<b>120</b>	<b>18</b>	<b>1,015</b>

**Inter-Library Loans**

0 received; 0 sent

**Circulation: Elementary School**

	<i>March</i>	<i>April</i>	<i>May</i>	<b>YEAR TOTAL</b>
<b>Fiction</b>	467	355	82	<b>4,553</b>
<b>Graphic Novels</b>	454	411	81	<b>4,742</b>
<b>Non-Fiction</b>	300	294	31	<b>3,181</b>
<b>Everybody/Easy</b>	641	601	100	<b>6,474</b>
<b>Total</b>	<b>1,862</b>	<b>1,661</b>	<b>294</b>	<b>18,950</b>

**Inter-Library Loans**

0 received; 0 sent

**Lending Library**

5

**Accessions**

- **116** new books processed in the high school this school year.  
<https://docs.google.com/spreadsheets/d/1QC0ce3E8AVsZVDnJoKdt4ET4u9uUbGcH/edit?usp=sharing&ouid=109590831652861000015&rtpof=true&sd=true>
- **343** new books processed in the elementary school this school year.  
<https://docs.google.com/spreadsheets/d/1hSBie7b1QTdFs9L5x4lwCRGNHhPpx2Bm/edit?usp=sharing&ouid=109590831652861000015&rtpof=true&sd=true>

**Special Projects**

- Students in grades K-6 submitted their votes for the Pennsylvania Young Reader's Choice Awards. Students enjoyed reading the nominated books and getting to choose their favorite!
- Full inventories were conducted of the collections in both the elementary and high school libraries.

**Comments**

- N/A

**Professional Development**

- N/A

CLASS OF 2025

ww 5/30/25  
Bd App 6/12/25  
\* Final List

	FIRST NAME	MIDDLE NAME	LAST NAME	
1	Ava	Natalie	Allen	
2	Michael	James	Bailey	
3	Walker	Dean	Baillie	
4	Audrey	Irene	Bastion	
5	Drake	Eldon	Bedford	
6	Michael	William	Beers	
7	Taran	James	Bellows	
8	Brayden	Emmerson	Brown	
9	Victor	Robert Micheal	Brown	
10	Terence	Christopher	Carman	
11	Ashlynn	Michelle	Chaapel	
12	Aliya	Sakari	Cole	
13	Zachariah	Robert	Colton	
14	Danielle	Dawn Michelle	Deiningner	
15	Addyson	Catherine	Dibble	
16	Lillian	Beth	Drever	
17	Koby	James	Eberlin	
18	Tyler	Joseph	Engel	
19	Benjamin	Travis	Fitch	
20	Hannah	Mae	Fitzwater	
21	Lakota	Jakob	Frisbie	
22	Trinity	Elizabeth-Ann	Girardi	
23	Thomas	Harry Shepherd	Guindon	
24	Jordan	Matthew	Hajduga	
25	Audrey	Jane	Halbfoerster	
26	Emma	Elizabeth Rose	Hartford	
27	Joshua	James	Hess	
28	Tyler	Colt	Hoffman	

OVER---->

**CLASS OF 2025**

<b>29</b>	Aydin	Andrew	Holcomb	
<b>30</b>	Kendall	Nicole	Kitchen	
<b>31</b>	Kevin	Michael	Kreppenneck	Jr
<b>32</b>	Jaydin	Michael	Landis	
<b>33</b>	Joseph	Lee	Luner	
<b>34</b>	Madison	Isabel	McNeal-Buchanan	
<b>35</b>	Cohan	Travis	Morgan	
<b>36</b>	Addilyn	Lee	Pepper	
<b>37</b>	Addison	Elizabeth	Perry	
<b>38</b>	Madison	Michele	Perry	
<b>39</b>	Robert	James-Paul	Pidcoe	
<b>40</b>	Robert	Addison Charles	Porter	
<b>41</b>	Kylie	Jade	Saltsman	
<b>42</b>	Isabel	Julia	Schoonover	
<b>43</b>	Aleecia	Robin	Seeley	
<b>44</b>	Michael	Todd	Seeley	
<b>45</b>	Andrew	Michael	Smith	
<b>46</b>	Alixandria	Shea	Staranowski	
<b>47</b>	Gabrielle	Alexa	Thursby	
<b>48</b>	Brendon	Michael	Tuttle	
<b>49</b>	Lyle	Norman	Vermilya	
<b>50</b>	Holden	Nelson	Ward	
<b>51</b>	Dayton	Layne	Wesneski	
<b>52</b>	Logan	Louise	Wesneski	
<b>53</b>	Quentin	Isaac	Wesneski	
<b>54</b>	Quincy	James	Wesneski	
<b>55</b>	Simon	James	Wile	
<b>56</b>	Talin	James	Williams	
<b>57</b>	Nehemiah	David	Wolcott	

**OVER----->**

**CLASS OF 2025**

<b>58</b>	Mitchell	Logan	Wooster	
<b>59</b>	Adrianna	Enaan	Yellenic	
<b>60</b>	Julian	Kurtis	Zeigler	



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## Memorandum of Understanding Between

**Canton Borough Police Department  
P.O. Box 174  
4 North Center Street  
Canton, PA 17724**

**And**

**Canton Area School District  
509 East Main Street  
Canton, PA 17724**

**July 01, 2025 – June 30, 2027**

### **I. Introduction**

#### **A. Parties**

**The following Law Enforcement Authority or Authorities agree to follow the policies and procedures contained in this Memorandum of Understanding (hereinafter – Memorandum):**

The Canton Borough Police Department (hereinafter referred to as “Police Department”) enters into and agrees to adhere to the policies and procedures contained in this Memorandum of Understanding (hereinafter referred to as the “Memorandum.”)

**The following School Entity or Entities agree to follow the policies and procedures contained in this Memorandum:**

The Canton Area School District (hereinafter referred to the “School District”) enters into and agrees to adhere to the policies and procedures contained in this Memorandum of Understanding

- B. This Memorandum establishes procedures to be followed when certain incidents – described in Section II below – occur on school property, at any sponsored activity, or on a conveyance as described in the Safe Schools Act (such as a school bus) providing transportation to or from a school or school sponsored activity. This Memorandum does not cover incidents that are outside of those school settings and create no substantial disruption to the learning environment.

individuals so that it can demonstrate to parents, students and the Family Policy Compliance Office<sup>1</sup> – what circumstance led it to determine that a health or safety emergency existed and why the disclosure was justified.

E. Priorities of the Law Enforcement Authority

1. Help the School Entity prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Investigate as appropriate all incidents reported to have occurred on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity. The investigation of all reported incidents shall be conducted in the manner that the Law Enforcement Authority, in its sole discretion, deems appropriate; but any investigation shall be conducted so as to involve as little disruption to the school environment as is practicable.
3. Identify those responsible for the commission of the reported incident and, where appropriate, apprehend and prosecute those individuals. Identification and apprehension procedures shall involve as little disruption to the school environment as is practicable.
4. Establish and maintain a cooperative relationship with the School Entity in the reporting and resolution of all incidents described in Section II of this document.

F. Priorities of the School Entity

1. Help law enforcement prevent delinquent acts through preventive measures, including referrals to support services, diversionary programs, restorative practices, school-wide positive behavior supports, education and deterrence.
2. Create a safe learning environment.
3. Establish and maintain a cooperative relationship with the Law Enforcement Authority in the reporting and resolution of all incidents described in Section II of this document.
4. Provide the Law Enforcement Authority with all relevant information and required assistance in the event of a reported incident.
5. The School Entity shall give the Law Enforcement Authority a copy of the School Entity's behavior support services procedures and invite Law Enforcement Authority representatives to behavior support trainings.

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<sup>1</sup> Questions related to FERPA should be directed to the Family Policy Compliance Office within the U.S. Department of Education.

## **II. Notification of Incidents to Law Enforcement**

The School Entity is required to notify law enforcement in specific situations listed in subsection A of this section, and has discretion over whether to notify law enforcement about incidents listed in subsection B of this section. Law enforcement's decision to investigate and file charged may be made in consultation with school administrators.

### **A. Mandatory Notification**

1. The School Entity shall immediately notify the Law Enforcement Authority having jurisdiction where the offense occurred by the most expeditious means practicable of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
  - a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):
    - i. Section 908 (relating to prohibited offensive weapons).
      - a. The term offensive weapon is defined by section 908 of the Crimes Code as any bomb, grenade, machine gun, sawed-off shotgun with a barrel less than 18 inches, firearm specially made or specially adapted for concealment or silent discharge, any blackjack, sandbag, metal knuckles, dagger, knife, razor or cutting instrument, the blade of which is exposed in an automatic way by switch, push-button, spring mechanism, or otherwise, any stun gun, stun baton, taser or other electronic or electric weapon or other implement for the infliction of serious bodily injury which serves no common lawful purpose. See 18 Pa.C.S. § 908 (c) (relating to definitions).
      - b. Consistent with section 908(b) of the Crimes Code (relating to exceptions), this reporting requirement does not apply to one who possessed or dealt with an offensive weapon solely as a curio or in a dramatic performance, or to one who possessed an offensive weapon briefly in consequence of having found it taken it from an aggressor, or under circumstances similarly negating any intent or likelihood that the weapon would be used unlawfully.
    - ii. Section 912 (relating to possession of weapon on school property).
      - a. The term weapon is defined by section 912 of the Crimes Code to include but is not limited to, a knife, cutting instrument, cutting tool, nunchuck stick, firearm, shotgun, rifle and any other tool, instrument or implement capable of inflicting serious bodily injury.
      - b. Consistent with section 912(c) of the Crimes Code (relating to defense), this reporting requirement does not apply to a weapon that is: (a) possessed and used in conjunction with a lawful supervised school activity or course; or (b) is possessed for other lawful purpose.



- iii. Chapter 25 (relating to criminal homicide).
  - iv. Section 2702 (relating to aggravated assault).
  - v. Section 2709.1 (relating to stalking).
  - vi. Section 2901 (relating to kidnapping).
  - vii. Section 2902 (relating to unlawful restraint).
  - viii. Section 3121 (relating to rape).
  - ix. Section 3122.1 (relating to statutory sexual assault).
  - x. Section 3123 (relating to involuntary deviate sexual intercourse).
  - xi. Section 3124.1 (relating to sexual assault).
  - xii. Section 3124.2 (relating to institutional sexual assault).
  - xiii. Section 3125 (relating to aggravated indecent assault).
  - xiv. Section 3126 (relating to indecent assault).
  - xv. Section 3301 (relating to arson and related offenses)
  - xvi. Section 3307 (relating to institutional vandalism), when the penalty is a felony of the third degree.
  - xvii. Section 3502 (relating to burglary).
  - xviii. Section 3503(a) and (b)(1)(v)(relating to criminal trespass).
  - xix. Section 5501 (relating to riot).
  - xx. Section 6110.1 (relating to possession of firearm by minor).
- b. The possession, use or sale of a controlled substance, designer drug or drug paraphernalia as defined in The Controlled Substance, Drug, Device and Cosmetic Act, *as amended*, 35 P.S. §§ 780-101 – 780-144, popularly known as the Drug Act. For purposes of the Memorandum, the terms controlled substance, designer drug and drug paraphernalia shall be defined as they are in Section 102 of the Drug Act. See 35 P.S. § 780-102 (relating to definitions).
  - c. Attempt, solicitation or conspiracy to commit any of the offenses listed in paragraphs 1 and 2 of this subsection.
  - d. An offense for which registration is required under 42 Pa.C.S. § 9795.1 (relating to registration).

2. In responding to student who commit an incident listed under section 1303-A(b)(4.1) of the Safe Schools Act (24 P.S. § 13-1303-A(b)(4.1)), a school entity may consider the propriety of utilizing available school-based program, such as school-wide positive behavior supports, to address the student's behavior. Nothing in this provision shall be read to limit law enforcement's discretion.

**B. Discretionary Notification**

1. The School Entity may notify the Law Enforcement Authority having jurisdiction where the incident occurred of any of the following incidents occurring on school property, at any school sponsored activity, or on a conveyance as described in the Safe Schools Act (including a school bus) providing transportation to or from a school or school sponsored activity:
  - a. The following offenses under 18 Pa.C.S. (relating to crimes and offenses):
    - i. Section 2701 (relating to simple assault)
    - ii. Section 2705 (relating to recklessly endangering another person).
    - iii. Section 2706 (relating to terroristic threats).
    - iv. Section 2709 (relating to harassment).
    - v. Section 3127 (relating to indecent exposure)
    - vi. Section 3307 (relating to institutional vandalism), when the penalty is a misdemeanor of the second degree.
    - vii. Section 3503(b)(1)(i), (ii), (iii), and (iv), (b.1) and (b.2) (relating to criminal trespass).
    - viii. Chapter 39 (relating to theft and related offenses).
    - ix. Section 5502 (relating to failure of disorderly persons to disperse upon official order).
    - x. Section 5503 (relating to disorderly conduct).
    - xi. Section 6305 (relating to sale of tobacco).
    - xii. Section 6306.1 (relating to use of tobacco in schools prohibited).
    - xiii. Section 6308 (relating to purchase, consumption, possession, or transportation of liquor or malt or brewed beverages by a person under 21 years of age).
  - b. Attempt, solicitation or conspiracy to commit any of the offenses listed in subsection (a).
2. In exercising its discretion to determine whether to notify law enforcement of such incidents, the School Entity may consider the following factors: the seriousness of the situation, the school's ability to defuse or resolve the situation, the child's intent, the child's

age, whether the student has a disability and, if so, the type of disability and its impact on the student's behavior, and other factors believed to be relevant.

C. Law Enforcement Response to Notification

1. When notified of an incident listed in subsections A or B, law enforcement's decision to investigate and file charges, at the sole discretion of the Law Enforcement Authority, may be made in consultation with school administrators.
2. In determining whether to file charges, the Law Enforcement Authority is encouraged to consult with the District Attorney. Where appropriate under the law, part of this consultation may include a discussion about the availability or propriety of utilizing a diversionary program as an alternative to filing charges.

D. Notification of the Law Enforcement Authority when incident involves children with disabilities

1. If a child with a disability commits an incident of misconduct, school administrators and the Law Enforcement Authority should take into consideration that the child's behavior may be a manifestation of the disability and there may be no intent to commit an unlawful act. A child with a disability under this subsection shall mean a student with an IEP, a protected handicapped student with a service agreement that includes a behavior support plan, or such student for whom an evaluation is pending under 22 Pa. Code §§ 14.123 (relating to evaluation), 15.5 (relating to school district initiated evaluation and provision of services), 15.6 (relating to parent initiated evaluation and provision of services), or Chapter 711 (relating to charter school and cyber charter school services and programs for children with disabilities).
2. In the event a child with a disability commits a mandatory notification offense under Subsection A, the School Entity must provide immediate notification to the Law Enforcement Authority regardless of the disability. Such notification will state that the child has an IEP or a service agreement that includes a behavior support plan and may include the School Entity's recommendation that police intervention may not be required and advisement that the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133 (relating to positive behavior support), 15.3 (relating to protected handicapped students general) or 711.46 (relating to positive behavior support). The Law Enforcement Authority may take the recommendation under advisement but reserves the right to investigate and file charges.
3. In the event a child with a disability commits a discretionary offense under Subsection B and the School Entity does not believe that police intervention is necessary, the School Entity will address the student's behavior need as required by applicable federal and state law and regulations, including 22 Pa. Code §§ 14.133, 15.3 or 711.46.
4. In accordance with 34 CFR 300.535 (relating to referral to and action by law enforcement and judicial authorities), nothing will prohibit the School Entity from reporting an offense committed by a child with a disability to the Law Enforcement Authority, and nothing will prevent State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a

disability.

5. The School Entity, when reporting an offense committed by a child with a disability, should ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to the Law Enforcement Authority to whom the incident was reported.
  6. The School Entity, when reporting an incident under this section, may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by FERPA.
- E. Upon notification of the incident to the Law Enforcement Authority, the School Entity shall provide as much of the following information as is available at the time of notification. In no event shall the gathering of information unnecessarily delay notification:
1. Whether the incident is in-progress or has concluded.
  2. Nature of the incident.
  3. Exact location of the incident.
  4. Number of persons involved in the incident.
  5. Names and ages of the individuals involved.
  6. Weapons, if any, involved in the incident.
  7. Whether the weapons, if any, have been secured and, if so, the custodian of the weapons.
  8. Injuries involved.
  9. Whether EMS or the Fire Department have been notified.
  10. Identity of the school contact person.
  11. Identity of the witnesses to the incident, if any.
  12. Whether the incident involves a student with a disability and, if so, the type of disability and its impact on the student's behavior.
  13. Other such information as is known to the school entity and believed to be relevant to the incident.
- F. No later than September 30 of each year, the School Entity shall assemble and make ready for immediate deployment to its Incident Command Post the following information for the purpose of assisting the Law Enforcement Authority in responding to an emergency:

1. Blueprints or floor plans of the school buildings.
2. Aerial photo, map or layout of the school campus, adjacent properties and surrounding streets or roads.
3. Location(s) of predetermined or prospective command posts.
4. Current teacher/employee roster.
5. Current student roster.
6. Most recent school yearbook.
7. School fire-alarm shutoff location and procedures.
8. School sprinkler system shutoff location and procedures.
9. Gas/utility line layouts and shutoff valve locations.
10. Cable/satellite television shutoff location and procedures.
11. Other information the School Entity deems pertinent to assist local police departments in responding to an emergency.

### **III. Law Enforcement Authority Response**

- A. Depending on the totality of the circumstances, initial response by the Law Enforcement Authority may include:
  1. For incidents in progress:
    - a. Meet with contact person and locate scene of incident.
    - b. Stabilize incident.
    - c. Provide/arrange for emergency medical treatment, if necessary.
    - d. Control the scene of the incident.
      - i. Secure any physical evidence at the scene.
      - ii. Identify involved persons and witnesses.
    - e. Conduct investigation.
    - f. Exchange information.
    - g. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
  2. Incidents not in progress:
    - a. Meet with contact person.
    - b. Recover any physical evidence.
    - c. Conduct investigation.
    - d. Exchange information.
    - e. Confer with school officials to determine the extent of law enforcement involvement required by the situation.
  3. Incidents initially reported to the Law Enforcement Authority

If any incident described in sections IIA or IIB is initially reported to the Law Enforcement Authority, the Law Enforcement Authority shall proceed directly with its investigation, shall immediately notify the School Entity of the incident, and shall proceed as outlined in sections IIA through IIE.

**B. Custody of Actors**

1. Students identified as actors in reported incidents may be taken into custody at the discretion of the investigating law enforcement officer under any of the following circumstances:
  - a. The student has been placed under arrest.
  - b. The student is being placed under investigative detention
  - c. The student is being taken into custody for the protection of the student.
  - d. The student's parent or guardian consents to the release of the student to law enforcement custody.
2. The investigating law enforcement officer shall take all appropriate steps to protect the legal and constitutional rights of those students being taken into custody.

**IV. Assistance of School Entities**

**A. *In Loco Parentis***

1. Teachers, Guidance Counselors, Vice Principals and Principals in the public schools have the right to exercise the same authority as a parent, guardian or person in parental relation to such pupil concerning conduct and behavior over the pupils attending a school during the time they are in attendance, including the time required in going to and from their homes.
2. School authorities' ability to stand *in loco parentis* over children does not extend to matters beyond conduct and discipline during school, school activities, or on a conveyance as described in the Safe Schools Act providing transportation to or from school or a school sponsored activity.

**B. Notification of Parent or Guardian**

1. Parents or guardians of all victims and suspects directly involved in an incident listed under Section IIA or IIB shall be immediately notified of the involvement, and they shall be informed about any notification regarding the incident that has been, or may be, made to the Law Enforcement Authority.
2. The School Entity shall document attempts made to reach the parents or guardians of all victims and suspects directly involved in incident listed under Section IIA or IIB.

**C. Scope of School Entity's Involvement**

1. General principles: Once the Law Enforcement Authority assume primary responsibility for a matter, the legal conduct of interviews, interrogations, searches, seizures of property, and arrests are within the purview of the Law Enforcement Authority. The School Entity shall defer to the Law Enforcement Authority on matters of criminal and juvenile law procedure, except as is necessary to protect the interests of the School Entity. The Law Enforcement

Authority will keep the chief school administrator, or his designees, informed of the status of pending investigations.

## 2. Victims

- a. The School Entity shall promptly notify the parent or guardian of a victim when the Law Enforcement Authority interviews that victim. The Law Enforcement Authority shall follow its policies and procedures when interviewing a victim to ensure the protection of the victim's legal and constitutional rights.
- b. In the event a victim is interviewed by Law Enforcement Authority on school property, a guidance counselor or similar designated personnel may be present during the interview.

## 3. Witness

- a. The School Entity shall promptly notify the parent or guardian of a witness when the Law Enforcement Authority interviews that witness. The Law Enforcement Authority shall follow its policies and procedures when interviewing a witness to ensure the protection of the witness's legal and constitutional rights.
- b. In the event a witness is interviewed by the Law Enforcement Authority on school property, a guidance counselor or similar designated personnel should be present during the interview.

## 4. Suspects and Custodial Interrogation

- a. The School Entity shall help the Law Enforcement Authority to secure the permission and presence of at least one parent or guardian of a student suspect before that student is interrogated by law enforcement authorities.
- b. When a parent or guardian is not present, school authorities shall not stand *in loco parentis* (in the place of the parent/guardian) during an interview.
- c. If an interested adult cannot be contacted, the School Entity shall defer to the investigating Law Enforcement Authority, which will protect the student suspect's legal and constitutional rights as required by law.

## 5. Conflicts of Interest

- a. The parties to this Memorandum recognize that if a School Entity employee, contractor, or agent of the School Entity is the subject of an investigation, a conflict of interest may exist between the School Entity and the adult suspect.
- b. Neither the individual that is the subject of the investigation, nor any person acting as his/her subordinate or direct supervisor, shall be present during Law Enforcement Authority's interviews of student co-suspects, victims or witnesses by the Law Enforcement Authority.
- c. Neither the individual who is the subject of the investigation, nor his/her subordinate(s) and/or direct supervisor(s), shall be informed of the contents of the statements made by

student co-suspects, victims or witnesses, except at the discretion of the Law Enforcement Authority or as otherwise required by law.

#### D. Reporting Requirements

All school entities are required to submit an annual report, which will include violence statistics and reports, to the Department of Education's Office for Safe Schools. This annual report must include all new incidents described in Sections IIA and IIB. Before submitting the required annual report, each chief school administrator and each police department having jurisdiction over school property of the School Entity shall do the following:

- a. No later than thirty days prior to the deadline for submitting the annual report, the chief school administrator shall submit the report to the police department with jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine its accuracy.
- b. No later than fifteen days prior to the deadline for submitting the annual report, the police department shall notify the chief school administrator, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall notify the chief school administrator and the office in writing.
- c. Prior to submitting the annual report, the chief school administrator and the police department shall attempt to resolve discrepancies between the report and police incident data. Where a discrepancy remains unresolved, the police department shall notify the chief school administrator and the office in writing.
- d. Where a police department fails to take action as required under clause a or b, the chief school administrator shall submit the annual report and indicate that the police department failed to take action as required under clause a or b.
- e. Where there are discrepancies between the School Entity's incident data and the police incident data, the following shall occur:

The school district and Canton Borough police will meet each year to compare their Safe Schools data to ensure that the Borough data matches the data of the school district as reported in the Safe Schools Report submitted annually to the Pennsylvania Department of Education. The district has provided forms to the local police department that are shared with the district to ensure the data between the two entities is accurate.



## **V. General Provisions**

- A. This Memorandum does not create any contractual rights or obligations between the signatory Law Enforcement Authority, the signatory School Entity, any other signatory authorities or entities, or their respective officers, employees, agents or representatives.
- B. This Memorandum may be amended, expanded or modified at any time upon the written consent of the parties. It must be reviewed and re-executed within two years of the date of its original execution and every two years thereafter. Describe what modifications have been made to this Memorandum of Understanding. If you have not made any modifications or amended it in any way, please enter "Not Applicable" in the space provided.
- C. If changes in state or federal law require changes to the Memorandum, the parties shall amend this Memorandum.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

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Canton Borough Police Department  
Chief of Police

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Canton Borough Council President

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Canton Area School District  
Superintendent

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Canton Area School District  
Business Manager

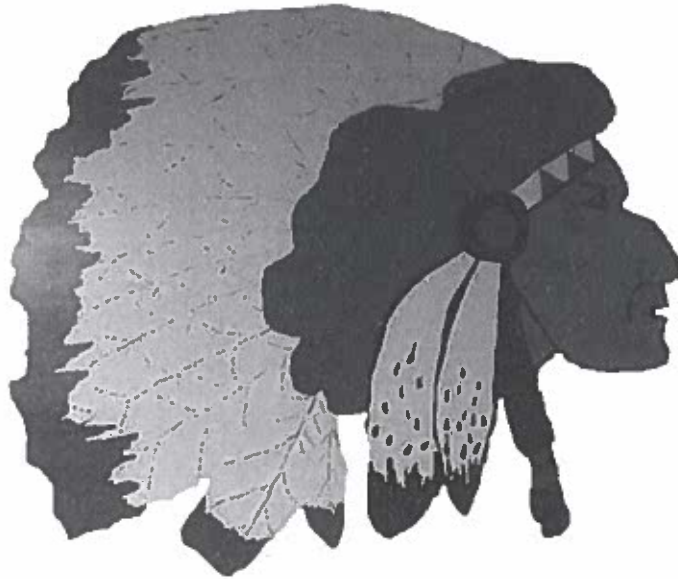
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Canton Area Elementary School  
Principal

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Canton Jr-Sr High School  
Principal

# ACT 93 COMPENSATION PLAN



## AGREEMENT BETWEEN

Canton Area School District

AND

Members of Act 93

Board President: \_\_\_\_\_

Group Leader: \_\_\_\_\_

Date signed/revised: \_\_\_\_\_

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## **ACT 93 MEMBERS:**

The following administrators and supervisors are covered by this compensation plan:

- High School Principal
- Elementary School Principal
- K-12 Assistant Principal
- Psychologist
- Special Education Supervisor

## **INDEMNITY CLAUSE:**

The district agrees that it shall defend, hold harmless and indemnify Act 93 Administrators from any and all demands, claims, suits, actions, and legal proceedings brought against the administrator in their individual capacity or official capacity as agent and employee of the district, provided the incident arose while the administrator was acting within the scope of their employment and excluding criminal litigation. The Board shall provide public liability insurance for the administrator up to \$4,000,000 to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as district administrator.

## **LENGTH OF AGREEMENT:**

This agreement will become effective on July 1, 2025 and will expire on June 30, 2028. If any of the above members vacate their position before the plan expires, the board reserves the right to fill the position at a salary and with a benefit plan that is amicable to the board and the new employee, but is not bound in any way by this agreement.

## **EMPLOYEE WORK YEAR:**

The members of this agreement will be bound by the following work year, measured in days:

High School Principal	260 days, to begin on July 1
Elementary School Principal	260 days, to begin on July 1
K-12 Assistant Principal	220 days, to begin on July 1
Psychologist	154 days, to begin on July 1
Special Education Supervisor	240 days, to begin on July 1

Members will be given all of the paid holidays afforded in Board policy number 343, provided the day falls within the administrator's work year.

In instances where a per-diem rate is needed the calculation shall be done using the following formula:

- Principals and K-12 Assistant Principal - Annual Salary divided by 184 days (or same as teacher work year is in the given year) = adjusted per-diem.

- Psychologist - Annual Salary divided by 154 = per-diem.
- Special Education Supervisor – Annual Salary divided by 184 = per-diem.

The standard work day shall be eight (8) hours between 7:00 AM to 5:00 PM with a half hour paid lunch. It is understood that members may be needed outside of the normal daily work hours and work week – If it is mutually agreed that the additional hours are necessary and sporadic, NO compensatory time will be afforded for work outside the defined work day/week.

## **FRINGE BENEFITS:**

### **Retirement Incentive:**

Members of the group will be afforded the retirement incentive consistent with the C.A.E.A. for the duration of this Act 93 Agreement.

### **Tuition Reimbursement:**

Members of the group will be afforded tuition reimbursement consistent with the C.A.E.A. for the duration of this Act 93 Agreement.

### **Heath, Vision, Dental, and Life insurance:**

#### **Vision**

Coverage in place for the prior contract expiring June 30, 2025 will continue for employees.

#### **Dental**

Coverage in place for the prior contract expiring June 30, 2025 will continue for employees and family.

Orthodontic services at a 50% - 50% coinsurance level, with a maximum of \$1,000 lifetime per dependent patient.

#### **Hospitalization and Medical**

The District shall offer Act 93 members the NTIC QHDHP to the extent that the plan is offered by the insurance provider. The employee will be provided with an HSA.

#### **Single Coverage -**

An EMPLOYER deposit of \$1,000 will annually be made into the employee's HSA. The HSA shall be available to the member on day one of each plan year. The \$1,000 HSA will allow annual roll over of unused funds to the benefit of the employee.

**The QHDHP-1 single coverage plan** includes the minimum deductible set by the IRS and has a \$2,000 annual out-of-pocket maximum (the out-of-pocket maximum includes the deductible).

The member is responsible for paying with out-of-pocket, non-reimbursed expenses or through the use of the \$1,000 HSA that if not used, rolls over to the benefit of the employee.

- HSA – All funds in the employee's HSA will roll over and accumulate for the employee's future use.

**Non-Single Coverage -**

An EMPLOYER deposit of \$2,000 will annually be made into the employee's HSA. The HSA shall be available to the member on day one of each plan year. The \$2,000 HSA will allow annual roll over of unused funds to the benefit of the employee.

**The QHDHP-1 non-single coverage** plan includes the minimum deductible set by the IRS and has a \$4,000 annual out-of-pocket maximum (the out-of-pocket maximum includes the deductible).

The member is responsible for paying with out-of-pocket, non-reimbursed expenses or through the use of the \$2,000 HSA that if not used, rolls over to the benefit of the employee.

- HSA – All funds in the employee's HSA will roll over and accumulate for the employee's future use.

The employer contribution of the HSA (\$1,000 or \$2,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

The QHDHP1 shall require no premium share, however, a \$3.00 per pay shall be deducted to offset the service fees related to the utilization of a debit card linked to the HSA.

**Opt Out:**

If a member has proof of Employees shall have the right to opt out of the district-offered health care plan in exchange for monetary compensation. Employees who elect to opt out of the Health Care Plan shall receive annual compensation in the amount of Seven Thousand Dollars (\$7,000). The opt out payment is pro-rated on the number of months out of twelve (12) per each month of opting out. Payment shall be made by separate check in two installments in December and June of each year of participation, so long as the participating employee is actively employed and in compensable status at the time payment is made.

Said payment shall be reduced by the full amount of any employer deposit made into the employee's HRA or HSA during the year in which the employee opts out.

**Travel Insurance:**

Members of this agreement shall be covered, at district expenses, by a \$100,000 travel accident policy while on school business. (This is in addition to the standard \$50,000 life insurance policy that all Canton Area School District employees are afforded.)

**Personal and Sick Leave:**

Members of this agreement shall be given the following sick and personal days:

	<u>Sick</u>	<u>Personal</u>
High School Principal .....	12 days.....	2 days
Elementary School Principal.....	12 days.....	2 days
K-12 Assistant Principal.....	12 days.....	2 days
Psychologist.....	9 days.....	2 days
Special Education Supervisor.....	12 days.....	2 days

Both sick and personal days may be accumulated with no limit. Members may not use more than five (5) personal days during one (1) calendar year. Both personal days and sick days may be turned in for same rate listed in the CAEA contract, per day upon separation for any reason except gross misconduct. If the rate has been negotiated out of the CAEA contract, the reimbursement rate will be \$40 per day.

**Vacation Days:**

The following paid vacation days will be granted annually:

High School Principal.....	24 days
Elementary School Principal.....	24 days
K-12 Assistant Principal.....	18 days
District Psychologist.....	9 days
Special Education Supervisor.....	20 days

Member's vacation time may not accumulate. Prior to the completion of each fiscal year, the members may request payment for any unused vacation days, at a rate of 2 earned days per month, up to a maximum of half of their annual allotment (Psychologist max of 6). Days surrendered for payment shall be paid at his or her adjusted per-diem. All payments will be subject to applicable payroll taxes. Days not eligible for sellback, but not used as of June 30<sup>th</sup> of each year shall be surrendered for no compensation.

**Salary:**

All raises are contingent upon a satisfactory evaluation by the supervisor of the member. An "unsatisfactory" or a "needs improvement" evaluation will result in NO raise.

Evaluations will be completed no later than the second Friday in June, for the next fiscal year's increase.

The fiscal year salaries will be based on the following: (The parties agree that a replacement hire's salary may deviate from the following chart)

<b>Position/Year</b>	<b>2025/2026</b>	<b>2026/2027</b>	<b>2027/2028</b>
HS Principal	\$112,220.46	\$115,025.97	\$117,901.62
Elem Principal	\$100,000.00	\$102,500.00	\$105,062.50
K-12 Assistant Principal	\$98,000.00	\$100,450.00	\$102,961.25
Psychologist	\$64,046.53	\$65,647.69	\$67,288.88
Spec. Ed. Super.	101,000.00	\$103,525.00	\$106,113.13



# REVISED BANK SIGNATURE CARDS

ww 06/06/25  
Bd App 6/12/25

EFFECTIVE July 1, 2025		
ACCOUNT	AUTHORIZED SIGNERS	SIGNATURES REQUIRED
FCCB GENERAL FUND 0800002812	JUDY SOURBEER - PRESIDENT RYAN ALLEN - TREASURER MARK JANNONE - B.M. / SEC.	ALL THREE
GENERAL FUND 2 0800002818	AMY MARTELL - SUPT. MARK JANNONE - B.M. / BD. SEC.	ONE
FCCB SPECIAL FUND 0800007712	MADISON RIGGS AMY MARTELL - SUPT. MARK JANNONE - B.M. / BD. SEC. BRANDIE FRYE - SECRETARY	TWO
FCCB PAYROLL ACCOUNT 0800003612	JUDY SOURBEER - PRESIDENT RYAN ALLEN - TREASURER MARK JANNONE - B.M. / SEC.	ALL THREE
FCCB ONLINE PAYMENT ACCT. 0804811812	MARK JANNONE - B.M. / BD. SEC.	ONE
FCCB FOOD SERVICE / CAFE 0800006912	JUDY SOURBEER - PRESIDENT RYAN ALLEN - TREASURER MARK JANNONE - B.M. / SEC.	ALL THREE
Chemung HS POP ACCOUNT 276207480	DANIELLE GREER - SECRETARY DONALD JACOPETTI - HS PRIN. MARK JANNONE - B.M. / BD. SEC. BRANDIE FRYE - SECRETARY	TWO
Chemung ELEM. POP ACCOUNT 276001651	LUCAS BAILEY - ELEM. PRIN. BRIANNA WARD - SECRETARY MARK JANNONE - B.M. / BD. SEC. BRANDIE FRYE - SECRETARY	TWO
FCCB HIGH SCHOOL CENT. TREAS. 0800005112	AMY MARTELL - SUPT. DANIELLE GREER - SECRETARY MARK JANNONE - B.M. / BD. SEC. DONNIE JACOPETTI	TWO
FCCB ELEM SCHOOL CENT. TREAS. 0806575612	AMY MARTELL - SUPT. MARK JANNONE - B.M. / BD. SEC. LUCAS BAILEY - ELEM. PRIN. SIARRA SHANLEY - SECRETARY	TWO
FCCB INVESTMENT CD'S 800002877	MARK JANNONE - B.M. / BD. SEC.	ONE
HRA CLEARING ACCOUNT 0806619112	AMY MARTELL - SUPT. MARK JANNONE - B.M. / BD. SEC.	ONE
FCCB PROCUREMENT ACCOUNT 810195702	MARK JANNONE - B.M. / BD. SEC. BRIANNA WARD - ELEM. SECRETARY DANIELLE GREER - HS SECRETARY TERRY WEBER - SPEC. ED. SECRETARY MADISON RIGGS - MAINTENANCE SECRETARY	EACH LISTED HAS A PROCUREMENT CARD

ww 06/06/25  
Bd App 06/12/25



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**Fw: Destroy List**

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**From** Amy Martell <amartell@canton.k12.pa.us>

**Date** Tue 6/3/2025 8:00 AM

**To** Brandie Frye <bfrye@canton.k12.pa.us>

Please add to agenda for board approval and ww

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**From:** Mike Wells <mwells@canton.k12.pa.us>

**Sent:** Monday, June 2, 2025 8:11 AM

**To:** Amy Martell <amartell@canton.k12.pa.us>; Mark Jannone <mjannone@canton.k12.pa.us>

**Subject:** Destroy List

This is the list of textbooks that we threw out or gave to students because they were outdated and had not been used in year.

Ready PA Writing 4<sup>th</sup> Grade Workbooks- 75 books  
The Grammar Writing Books 4<sup>th</sup> Grade- 28 Books  
4<sup>th</sup> Grade Writer's Express – 17 books  
Webster's New Elementary Dictionaries 1998- 28 books  
3<sup>rd</sup> Grade Our Communities Social Studies 1983- 27 books  
5<sup>th</sup> Grade Our Country 1980- 27 books  
5<sup>th</sup> Grade The New Book of Knowledge- 21 books  
5<sup>th</sup> Grade PSSA ELA Assessment books 2011- 85 books  
5<sup>th</sup> Grade PSS Math Assessment books 2011-85 books  
3<sup>rd</sup> Grade Everyday Math Student Reference Book 2007- 45 books  
Reading Street 3.1 2012- 54 books  
Reading Street 3.2 2012- 58 books  
6<sup>th</sup> Grade Open Up Unit 4 2018- 10 books  
6<sup>th</sup> Grade Open Up Unit 5 2018- 70 books  
6<sup>th</sup> Grade Open Up Unit 8 2019- 33 books  
6<sup>th</sup> Grade Open Up Unit 9 2019- 25 books

Mike

WW 06/06/25  
Bd App 06/12/25

## 2025/2026 BUDGET CHANGES (from preliminary)

[illegible]





Trane U.S. Inc.  
1185 North Washington Street  
Wilkes Barre, PA 18705  
Phone: (570) 821-4960

March 7, 2025

Canton Area School District

Site Address:  
Canton Elementary School  
545 East Main Street  
Canton, PA 17724

**ATTENTION:**

**PROJECT NAME:** Canton Elementary School - RTAA R'Newal

**TRANE R'NEWAL® SERVICE PROGRAM**

The Series R R'Newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your Series R unit(s) to original operating condition, reliability, and life expectancy. The R'Newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units.

The Series R R'Newal program is backed with a Trane warranty covering the compressor(s). This unique warranty reflects Trane's confidence in our compressors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a Series R Compressor R'Newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (570) 821-4960.

Sincerely,

Matt Pinczes  
Trane

## PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

# Canton Elementary School

The following "Covered Equipment" will be serviced at Canton Elementary School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled Rotary Chiller	1	Trane	RTAA2004XN	U97J05434	

## SCOPE OF SERVICES

### SERIES R ROTARY SCREW CHILLER COMPRESSOR R'NEWAL® SERVICE

- Remove chiller from service, de-energize, and perform lockout/tagout
- Recover refrigerant charge from Circuit-1 and Circuit-2, comparing recovered weight to factory specifications
  - Refrigerant charge to be sampled and analyzed by Trane Laboratory
- Disconnect and remove both chiller compressors and replace with Trane OEM R'Newal compressors
- The following, existing chiller components will be replaced as part of the R'Newal:
  - High pressure cut-out switches
  - Refrigerant pressure relief valves
  - Liquid line driers and oil filters
  - Circuit oil charges
  - Across-the-line starter contactors and associated auxiliary switches (1K1 and 1K5)
  - Condenser fan motors, fan blades, and associated wiring harnesses
  - Refrigerant and chilled-water temperature sensors
  - Electronic expansion valves and associated control module
- Pressurize circuits with nitrogen/trace gas and perform follow-up leak check
- Evacuate circuits and perform vacuum regain testing
- Re-charge circuits with recovered refrigerant (pending sample analysis results)
  - Refrigerant to be distilled, dried, and filtered during recharging process
- De-commission existing chilled-water differential pressure flow switch and furnish with new IFM Efector thermal dispersion flow sensor
- De-commission existing UCP1 chiller controller and furnish with new UCP2 CLD controller and user interface display
- Restore unit power
- Set proper chiller configuration and parameter settings in new UCP2 controller
- Perform chiller start-up and operational logging
- **Factory parts and labor warranty on compressor – see Warranty section (below) for details**

### SERIES R RUNNING COMPRESSOR R'NEWAL WARRANTY

Series R R'newal includes a one-year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, the compressors on which R'newal has been completed will be covered by the Limited Factory Warranty for the term purchased:

- **5 Years Compressor Parts & Labor:** This offering requires the purchase of a Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, the Limited Factory Warranty on the compressors is void.

## CLARIFICATIONS

- The existing HCFC-22 will be re-used. If additional refrigerant is necessary, it is not included and will be billable in addition to this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are included.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN\\_07132021.pdf \(trane.com\)](#)

## ADDITIONAL SERVICES

### CHILLER CONTROLS UPGRADE PROPOSAL

#### SCOPE OF SERVICE

- Installation of Tracer SC building automation system controller
- Set-up communication protocol and verify proper communication between chiller and Tracer SC controllers
- Startup and logging of the chiller
- Operator training in the usage and features of new chiller control system

\* Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.

#### EXCLUSIONS

- Unless previously installed. Conduits and wiring to facilitate the start/stop of the evaporator and condenser pump(s) is not included

**PRICING AND ACCEPTANCE**

**TOTAL PRICE:** .....\$281,803.00 USD

**CLARIFICATIONS**

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from March 7, 2025.**

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Matt Pinczes
_____	Proposal Date: March 7, 2025
Printed Name	Cell:
_____	Office: (570) 821-4960
Title	License Number: PA
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
	_____
	Signature Date



## TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY**

MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. **Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

#### 15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

16. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. **Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation.

18. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning, tornado, storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes, labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue, (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1024)  
Supersedes 1-10.48 (0821)

## **SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

## APPENDIX

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

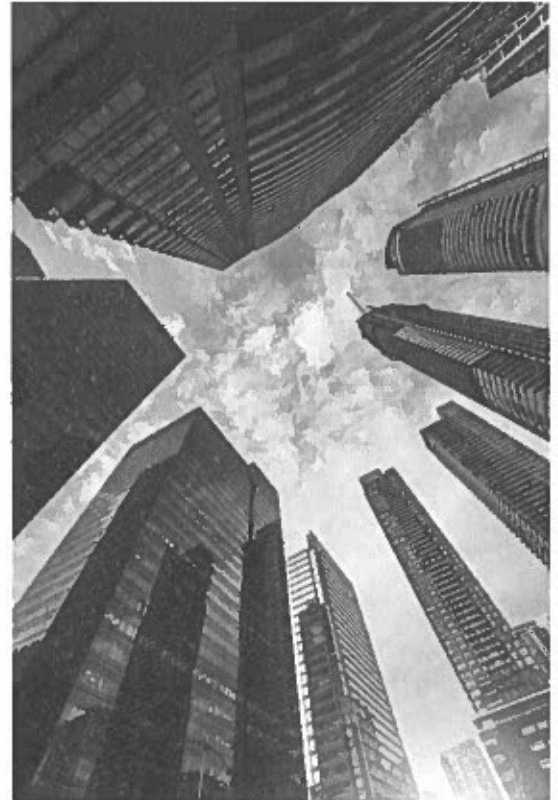
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

### CONSISTENCY

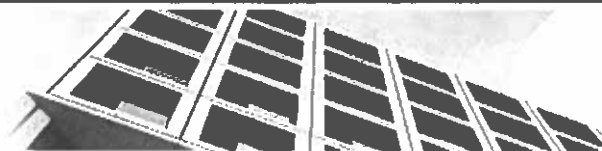
Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





**TRANE**



Trane U.S. Inc.  
1185 North Washington Street  
Wilkes Barre, PA 18705  
Phone: (570) 821-4960

March 7, 2025

Canton Area School District

Site Address:  
Canton Jr Sr High School  
509 East Main Street  
Canton, PA 17724

**ATTENTION:**

**PROJECT NAME:** Canton Jr Sr High School - RTAC Chiller R'Newal and Adaptiview Upgrade

**TRANE R'NEWAL® SERVICE PROGRAM**

The Series R R'Newal Service Program is an exclusive, comprehensive factory warranted solution designed to restore critical components of your Series R unit(s) to original operating condition, reliability, and life expectancy. The R'Newal program is designed to decrease your chances of unscheduled downtime. This process replaces worn materials, restores compressor performance, and updates applicable components to current design. This service program is performed by Trane field personnel. Its intent is to address components whose wear over time presents a significant risk to unit reliability and operation. It is intended for owners with midlife equipment that want to get many more years out of their units

The Series R R'Newal program is backed with a Trane warranty covering the compressor(s). This unique warranty reflects Trane's confidence in our compressors as well as our factory-authorized service technicians who work on them.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a Series R Compressor R'Newal service.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (570) 821-4960.

Sincerely,

Matt Pinczes  
Trane



## PROPOSAL

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

# Canton Jr Sr High School

The following "Covered Equipment" will be serviced at Canton Jr Sr High School:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM) Rotary Chiller	1	Trane	RTAC2504UF	U03E00364	

## SCOPE OF SERVICES

### SERIES R ROTARY SCREW CHILLER COMPRESSOR R'NEWAL® SERVICE

- Remove chiller from service, de-energize, and perform lockout/tagout
- Isolate and drain evaporator barrel
- Remove evaporator barrel heads and associated piping, mechanically brush tubes, and perform eddy current testing
  - Provide customer with detailed eddy current testing report
- Clean and re-attach evaporator barrel heads and associated piping with new gasketing
- Recover refrigerant charge from Circuit-1 and Circuit-2, comparing recovered weight to factory specifications
  - Refrigerant charge to be sampled and analyzed by Trane Laboratory
- Disconnect and remove both chiller compressors and replace with Trane OEM R'Newal compressors
- The following, existing chiller components will be replaced as part of the R'Newal:
  - High pressure cut-out switches
  - Refrigerant pressure relief valves
  - Liquid line filters
  - Circuit oil charges
  - Wye-Delta starter contactors and associated auxiliary switches (1K1 through 1K8)
  - Condenser fan motors, fan blades, and associated wiring harnesses
- Pressurize circuits with nitrogen/trace gas and perform follow-up leak check
- Evacuate circuits and perform vacuum regain testing
- Re-charge circuits with recovered refrigerant (pending sample analysis results)
  - Refrigerant to be distilled, dried, and filtered during recharging process
- De-commission existing chilled-water differential pressure flow switch and furnish with new IFM Efector thermal dispersion flow sensor
- De-commission existing Johnson Controls low-ambient condenser fan speed controllers
  - Furnish chiller with upgraded Danfoss low-ambient condenser fan VFD kit (kit includes new contactors and fuses for all non-low-ambient condenser fan assemblies)
- Re-fill evaporator barrel and re-open isolation valves
- Restore unit power
- Perform chiller start-up and operational logging
- **Factory parts and labor warranty on compressor – see Warranty section (below) for details**

### SERIES R RUNNING COMPRESSOR R'NEWAL WARRANTY

Series R R'newal includes a one-year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, the compressors on which R'Newal has been completed will be covered by the Limited Factory Warranty for the term purchased:

- **5 Years Compressor Parts & Labor:** This offering requires the purchase of a Trane Service Agreement. The service agreement shall include, at a minimum three inspections and one oil analysis per year. The oil analysis will be completed by the Trane Chemical Laboratory. If the Trane Service Agreement is cancelled before the end of the warranty period, the Limited Factory Warranty on the compressors is void.

## CLARIFICATIONS

- The existing R-134A refrigerant will be re-used. If additional refrigerant is necessary, it is not included and will be billable in addition to this proposal.
- Labor is at normal working hours only and excludes labor costs due to unusual equipment access. All crane costs are included.
- The Limited Factory Warranty is available at the URL listed below and is incorporated herein by this reference: [RNC-SVW001A-EN\\_07132021.pdf \(trane.com\)](https://www.trane.com/literature/SVW001A-EN_07132021.pdf)

## Additional Services

### CHILLER CONTROLS UPGRADE PROPOSAL

The conversion of existing Trane Series R™ chiller control system to the current production Tracer™ Adaptiview™ display and control system.

### SCOPE OF SERVICE

- Inspection of chiller to validate operating condition.\* Recording present chiller operating configuration and logged data
- Installation of Tracer SC building automation system controller
- Removal of existing panel-mounted DynaView chiller controller
- Installation of new UC800 chiller controller
- Installation of Adaptiview color graphic operator display
- Removal of existing ribbon-type device communication cabling, temperature sensors, pressure transducers, and electronic expansion valves
- Installation of new global connector communication cabling, temperature sensors, pressure transducers, and electronic expansion valves
- Use of Trane service tool to configure Adaptiview chiller controller for proper operation
- Set-up communication protocol and verify proper communication between chiller and Tracer SC controllers
- Startup and logging of the chiller
- Operator training in the usage and features of new chiller control system

\* Any additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.

### EXCLUSIONS

- Unless previously installed. Conduits and wiring to facilitate the start/stop of the evaporator and condenser pump(s) is not included

## **STANDARD FEATURES – ADAPTIVIEW™ DISPLAY UPGRADE**

### **GENERAL**

The Tracer™ Adaptiview™ Upgrade Chiller Controller is a prepackaged upgrade kit designed for existing chillers. This kit includes all required components to convert the chiller from existing CH530 controls to Adaptiview chiller controls.

### **CONTROL FUNCTION**

The Tracer Adaptiview system has the following control functions;

- Smart compressor startup and shutdown sequence
- Loss of flow in evaporator
- High condenser pressure limit
- High pressure cutout
- Evaporator fluid temperature cutout
- Evaporator refrigerant temperature limit
- Evaporator leaving fluid temperature control
- Current limit control/Demand limit input
- Condenser limit control
- Automatic chilled water setpoint reset
- Chiller startup automatic soft-loading
- Smart chiller auto-restart
- Remote BAS setpoint control
- Remote BAS enable/disable
- Pump start/stop output relays

### **MONITORING FUNCTIONS**

The Tracer Adaptiview has the following monitoring functions;

Temperature - Standard

- Compressor discharge temperature
- Evaporator approach temperature (derived)
- Evaporator entering water temperature
- Evaporator leaving water temperature
- Saturated evaporator refrigerant temperature

Pressure - Standard

- Evaporator refrigerant pressure (PSIA)
- Condenser refrigerant pressure (PSIA)
- Oil pressure (PSIA)

Liquid Sensing – Standard

- Evaporator Refrigerant Liquid Level Sensing

Control inputs - Standard

- Setpoint source: front panel
- External chiller Auto-Stop
- External chiller emergency Stop

Chiller associated - Standard

- Compressor motor starts
- Compressor motor running hours
- Current, phase current
- Voltage, L1 (Compressor 1A only)
- Compressor motor % RLA by phase

## **THREE PHASE CURRENT CONTROL MOTOR STARTER PROTECTION**

As part of Tracer™ Adaptiview™, the package includes interface and control of the chiller motor starter system. It allows the Tracer Adaptiview to provide Trane Adaptiview chiller motor starter protection. Its three-phase motor starter protection hardware is designed for installation within the existing motor starter or in an auxiliary starter box. It allows full start control, transition control, and current limiting control for the chiller. The following monitoring capabilities are provided.

- Phase A, B, C Current input
- Transition Failure
- Current overload
- Phase imbalance, phase loss, reversal, and rotation

## **ADAPTIVIEW DISPLAY MOUNTING**

### **ADAPTIVIEW DISPLAY MOUNTED IN ENCLOSURE ON CHILLER**

Status and 100 active or historic diagnostics are communicated to the operator via a 7" diagonal, Wide VGA TFT LCD color display with a graphical user interface. Setpoints are entered through the touch-sensitive screen. Countdown timer displays remaining time(s) during wait states and time out periods. Nonvolatile memory saves unit set-up information during power loss without the need for batteries. Password protection is provided to secure the operator interface.

PC-based service tool software displays the last 100 active or historic diagnostics, indicating the time, date of occurrence and system parameters at the time of the diagnostic.

The service tool provides advanced troubleshooting and access to sophisticated configuration settings not needed during operation of the chiller. Check with your local Trane office on service tool availability.

Unit mounted display is capable of displaying chiller parameters in IP or SI units, and language in English and any of 26 other languages.

The display is outdoor capable including an UV resistant touchscreen with an operating range between -40.0°F to 158.2°F operating temperature.

## **COMMUNICATIONS MODULE**

BACnet and MODBUS communications

The UC800 includes both BACnet and MODBUS communications support built-in to the unit control module.

## **GLOBAL CONNECTOR KIT (PLUGGABLE CONNECTOR)**

The global connector kit option allows a unit that has flat ribbon cabling for sensors and transducers to be modified to the global connection cabling. The kit includes all necessary cables and modern pressure and temperature transducers and sensors.

## **Adaptiview Upgrade Warranty**

**Adaptiview upgrade kit includes 5-year parts and labor warranty**

## PRICING AND ACCEPTANCE

**TOTAL PRICE:** .....\$343,197.00 USD

### CLARIFICATIONS

1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from March 7, 2025.**

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Matt Pinczes
_____ Printed Name	_____ Proposal Date: March 7, 2025
_____ Title	_____ Cell: Office: (570) 821-4960 License Number: PA
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

## TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY**

MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. **Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

#### 15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

16. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. **Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation.

18. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (1024)  
Supersedes 1-10.48 (0821)



## **SECURITY ADDENDUM**

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"**Customer Data**" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"**Equipment**" shall have the meaning set forth in the Agreement.

"**HVAC Machine Data**" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "**Personal Data**" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"**Security Incident**" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"**Services**" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data: Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

## APPENDIX

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

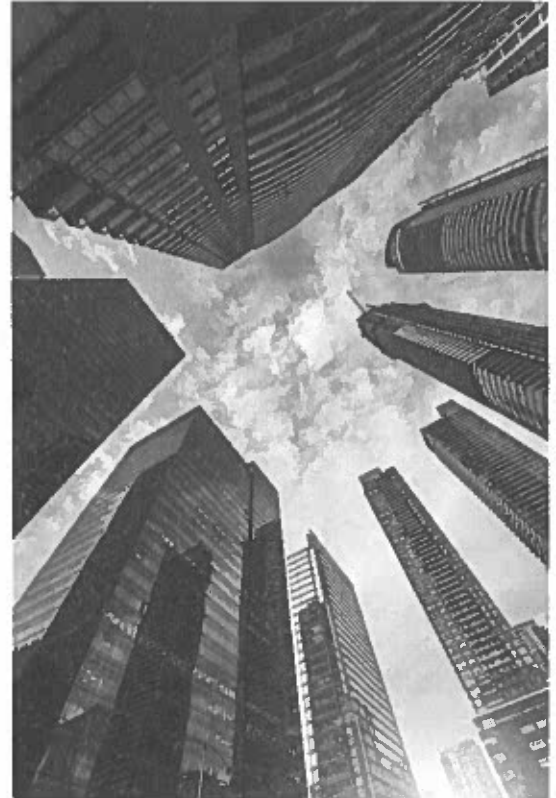
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



ww 6/6/25  
BdApp 6/12/25

2025/2026 CO-CURRICULAR SPORTS

<u>Season</u>	<u>Position</u>	<u>Coach</u>	<u>Step</u>	<u>Salary</u>
<b>Misc. (Fall)</b>	Band Director	Tammy MacWhinnie	5	\$6,551.99
	Athletic Director	Bob Rockwell	-	\$9,827.99
<b>Football Coaches (Fall)</b>	Varsity	Tyler Sechrist	5	\$6,803.99
	Asst. Varsity	Seth Robbins	3	\$5,544.00
	Junior Varsity	Bryan Bechdel	1	\$4,788.00
	Asst. Jr. Varsity	Brock Kitchen	4	\$5,040.00
	Junior High Head	Craig Route	4	\$4,788.00
	Jr. High Asst.	Shane Wilber	4	\$4,536.00
<b>Volleyball Coaches (Fall)</b>	Varsity	Jackie Thompson	5	\$6,803.99
	Junior Varsity	Abigail Williams	4	\$5,544.00
	Junior High	LouAnn Groover	4	\$4,788.00
	Junior High Asst.			
<b>Cross Country Coaches (Fall)</b>	Head Coach	Casey Aylesworth	5	\$6,551.99
	Assistant			
<b>Cheerleader Coaches</b>	Football (Fall)	Kelly Davis	4	\$5,040.00
	Basketball (Winter)	Becca Jennings	3	\$4,788.00
	Competition (Fall)	Marcie Jennings	4	\$5,040.00
<b>Boys Basketball Coaches (Winter)</b>	Varsity	Brock Kitchen	5	\$6,803.99
	Junior Varsity	John Thompson	3	\$5,292.00
	Junior High	Ryan Van Noy	4	\$4,788.00
	Junior High Asst.			
<b>Girls Basketball Coaches (Winter)</b>	Varsity	Ryan Van Noy	5	\$6,803.99
	Junior Varsity	Jason Foust	4	\$5,544.00
	Junior High	Jeffrey Davy	1	\$4,032.00
	Junior High Asst.			
<b>Wrestling Coaches (Winter)</b>	Varsity	Garrett Wesneski	1	\$5,544.00
	Junior Varsity	Chris Landis	4	\$5,544.00
	Junior High	Kasey Lyon	4	\$5,040.00
	Junior High Asst.			
<b>Baseball Coaches (Spring)</b>	Head Coach	Ben Rubert	4	\$6,300.00
	Assistant			
<b>Softball Coaches (Spring)</b>	Head Coach	Kareem Ragab	1	\$5,544.00
	Assistant			
<b>Boys Track Coaches (Spring)</b>	Head Coach	Brandy McRoberts	5	\$6,551.99
	Assistant	Clint Kapichok	4	\$5,040.00
<b>Girls Track Coaches (Spring)</b>	Head Coach	Casey Aylesworth	5	\$6,551.99
	Assistant			

2025-2026 Co-Curricular Non-Sports List

	Filed by	Point Multiplier	Full Stipend	Points	Bd Approved	Agreement Sent	Agreement Recd	NOTES
AP Course - Biology - bi-yearly (2024-2025-2425)			\$649.26	2.00	n/a	n/a	n/a	NOT OFFERED 25-26
AP Course - US Government & Politics (2024-2025)			\$649.26	2.00	n/a	n/a	n/a	NOT OFFERED 25-26
AP Course - English	Stacey Segur		\$519.26	2.00				
AP Course - Environmental Science	Cassy Aylesworth		\$519.26	2.00				
AP Course - Psychology/Gen Psychology bi-yearly	Stacey Segur		\$519.26	2.00				
Band Front	Amber Girardi		\$2,596.30	10.00				
Band Coach	Jamie May		\$1,298.15	5.00				
Class Advisor - Freshman Class	Rebecca Colton		\$519.26	2.00				
Class Advisor - Junior Class	Jen Wile		\$778.89	3.00				
Class Advisor - Senior Class 1	Brandy McRoberts		\$1,038.52	4.00				
Class Advisor - Senior Class 2	Pam Engel		\$1,038.52	4.00				
Class Advisor - Sophomore Class	Christie Swartz		\$519.26	2.00				
Curriculum & Technology Coordinator			\$4,506.64	60.00	n/a	n/a	n/a	NOT FILLING
Debate of Students			\$4,246.40	60.00	n/a	n/a	n/a	NOT FILLING
Detention Monitors (per - as needed)	various		\$25.96	0.10				MOU 10/12/23 to include Homebound in Home District
Dramatics Assistant			\$2,855.93	11.00				
Dramatics Head			\$3,764.64	14.50				
Future Farmers of America	Tom Holnowski		\$2,596.30	10.00				
Mentor for Lewi Storts	Jaime Fitch		\$1,038.52	4.00				
Mentor for Jacob Fleury	Ashley Pielichivsky		\$1,038.52	4.00				
Mentor for Justin Mazzulla	Kelsey Herman		\$1,038.52	4.00				
Mentor for Carter Rouse	Michelle Hartness		\$1,038.52	4.00				
Music Director			\$778.89	3.00				
National Honor Society Leader	Callie Gansel		\$649.08	2.50				
Safety Coordinator			\$5,192.60	20.00				
Scholarship Challenge	Kelsey Herman		\$259.63	1.00				
Stream Team Advisor			\$1,687.60	6.50				
Student Assistance Program Chairperson	Jessica Watson		\$1,038.52	4.00				
Student Assistance Program Elem. 1	Cornin West		\$778.89	3.00				
Student Assistance Program Elem. 2	Cindy Reed		\$778.89	3.00				
Student Assistance Program Elem. 3	Kelsey Weed		\$778.89	3.00				
Student Assistance Program Elem. 4	Shaina Shocum		\$778.89	3.00				
Student Assistance Program Elem. 5	Jaime Fitch		\$778.89	3.00				
Student Assistance Program Elem. 6	Jason Delozier		\$778.89	3.00				
Student Assistance Program JR/SR HS 1	Pam Laroan		\$778.89	3.00				
Student Assistance Program JR/SR HS 2	Stacey Segur		\$778.89	3.00				
Student Assistance Program JR/SR HS 3	Lisa Cole		\$778.89	3.00				
Student Assistance Program JR/SR HS 4	Cassy Aylesworth		\$778.89	3.00				
Student Assistance Program JR/SR HS 5			\$778.89	3.00				
Student Assistance Program JR/SR HS 6	Jennifer Martin		\$778.89	3.00				
Student Learning Leader 1	Abigail Williams		\$2,336.67	9.00				
Student Learning Leader 2	Kelsey Weed		\$2,336.67	9.00				
Student Learning Leader 3	Cornin West		\$2,336.67	9.00				
Student Learning Leader 4	Joe Hollett		\$2,336.67	9.00				
Student Learning Leader 5	Michelle Hartness		\$2,336.67	9.00				
Student Learning Leader 6	Jenifer Edler		\$2,336.67	9.00				
Student Learning Leader 7	Angela Kelly		\$2,336.67	9.00				
Student Learning Leader 8	Kasey Lyon		\$2,336.67	9.00				
Student Learning Leader 9	Nicole Coxhead		\$2,336.67	9.00				
Student Learning Leader 10			\$2,336.67	9.00				
Student Learning Leader 11	Jessica Watson		\$2,336.67	9.00				
Student Learning Leader 12	Katie Steever		\$2,336.67	9.00				
Transition Coordinator	Michelle Hartness		\$1,298.15	5.00				
Yearbook Club	Janelle Van Noy		\$2,596.30	10.00				
MOU'S			\$1,000	—				
Unified Sports Supervisor's Stipend-MOU \$1,000			\$1,000	—				

WU 6/6/25  
Bd App 6/12/25



312 Main Street, Towanda, PA 18848 USA

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**Memorandum of Understanding  
Between  
Canton School District  
And  
Northern Tier Regional Planning and Development Commission**

WHEREAS, the Northern Tier Regional Planning and Development Commission (NTRPDC) Workforce Development Board is the lead applicant and Fiscal Agent for the implementation of Business Education Partnership across the Northern Tier region;

WHEREAS, the Northern Tier Regional Planning and Development Commission will serve as the regional coordination entity and fiscal agent and therefore employ, receive, manage, monitor and be accountable for all funds under the Grant in the same manner as during the 2025-26 school year.

NOW, therefore, it is agreed as follows:

- A. NTRPDC will:
  - 1. Serve as the employer of record for the Career Coach and adhere to all policies, procedures, regulations as outlined in the Business Education Partnership grant with the PA Department of Labor and Industry and NTRPDC.
  - 2. Hire, oversee, evaluate, and coordinate the Career Coaches' efforts.
  - 3. Coordinate with each school district regarding the role of the Career Coaches.
  - 4. Provide written fiscal and program reports to the Commonwealth as required.
- B. School Districts agree to:
  - 1. Support the Career Coaches' efforts in each school by providing a space to operate as deemed necessary by the school. Additional support is determined in coordination with the coach and can include, but is not limited to, determining the goals of the coaches, the grades levels with whom to serve, technological or phone access, staff assistance with scheduling, student tracking, career folders, assessments, support for career awareness events as agreed to in cooperation with the coaches.
  - 2. Recognize the Career Coach is an employee of NTRPDC. The Career Coach will provide service that assists in accomplishing goals and objectives aligned with the BEP program.
  - 3. Communicate with NTRPDC regarding expectations of the Career Coach, progress and obstacles.
  - 4. Place a value of at least \$4,500 on the in-kind services provided to the program.



312 Main Street, Towanda, PA 18848 USA

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The NTRPDC, along with all of the partners, will work in conjunction to support, promote, and make every effort to create a successful project.

This Agreement shall be made effective as of September 1, 2025 and shall expire on June 30, 2026 unless mutually terminated or extended.

**NORTHERN TIER REGIONAL PLANNING  
AND DEVELOPMENT COMMISSION:**

By Melissa R. Gering

Title Workforce Director

Date 6/5/25

**Canton Area School District:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# TREASURER'S REPORT

## CANTON AREA SCHOOL DISTRICT

5/31/2025

### GENERAL FUND ACCOUNT BALANCES

		<u>General Fund</u> <u>Checking</u>	<u>General Fund</u> <u>Savings</u>	<u>Procurement</u> <u>Cards Account</u>	<u>Special Acct.</u> <u>Checking</u>
BALANCE	05/01/25	1,518,944.80	9,211,987.94	8,719.56	460.80
RECEIPTS - REGULAR		3,239,721.43	0.00	0.00	4,019.10
INTEREST EARNED		2,627.22	28,999.78	0.00	0.00
DISBURSEMENTS		-2,174,886.70	-976,267.19	-1,672.25	-1,200.00
BALANCE	05/31/25	2,586,406.75	8,264,720.53	7,047.31	3,279.90

### GENERAL FUND PASS THROUGH ACCOUNTS

		<u>Online Payment Acct.</u> <u>Checking</u>	<u>Payroll Acct.</u> <u>Checking</u>	<u>Lockbox Acct.</u> <u>Checking</u>
BALANCE	05/01/25	1,381.45	1.00	1.00
RECEIPTS - REGULAR		1,071.40	767,455.94	0.00
INTEREST EARNED		0.00	0.00	0.00
DISBURSEMENTS		-1,380.45	-767,455.94	0.00
BALANCE	05/31/25	1,072.40	1.00	1.00

### OTHER FUNDS OF BOARD RESPONSIBILITY

		<u>Cafeteria Acct.</u> <u>Checking</u>	<u>High School</u> <u>Central Treas.</u> <u>Checking</u>	<u>Elementary</u> <u>Central Treas.</u> <u>Checking</u>	<u>H.R.A. 1 Account</u> <u>Checking</u>
BALANCE	05/01/25	646,197.27	218,300.67	2,432.56	30,643.07
RECEIPTS-REGULAR		92,439.85	52,696.99	1,435.00	0.00
INTEREST EARNED		1,959.05	701.68	5.62	90.66
DISBURSEMENTS		-72,406.07	-34,029.59	-1,326.89	-843.62
BALANCE	05/31/25	668,190.10	237,669.75	2,546.29	29,890.11

### GENERAL FUND CERTIFICATES OF DEPOSIT

INVEST. INSTITUTION	C.D.#	PRINC.	DATE PURCH.	MATURITY	INT. RATE
TOTAL>>>		0.00		AVERAGE >>	0.00%

### DISPOSITION OF MATURED INVESTMENTS - GENERAL FUND

INVEST. INSTITUTION	C.D.#	PRINC.	DATE PURCH.	MATURITY	INT. RATE
TOTAL>>>		0.00		AVERAGE >>	0.00%

### LONG TERM DISTRICT LIABILITIES

LIABILITY	Original Issue	LOAN DATE & MATURITY	RATE	PRINCIPAL BALANCE	AMORTIZED BALANCE
General Obl. Bond 2020	\$3,290,000	2025 - 2027	2.00%	750,000	766,100

# **RECEIPTS FOR THE MONTH ENDING 5/31/25** **CANTON AREA SCHOOL DISTRICT**

## **SUMMARY OF INCOME**

<b>TOTAL LOCAL</b>	<b>208,892.16</b>	<b>7.77%</b>
<b>TOTAL STATE</b>	<b>2,454,105.59</b>	<b>91.27%</b>
<b>TOTAL FEDERAL</b>	<b>25,945.73</b>	<b>0.96%</b>
<b>GRAND TOTAL</b>	<b>2,688,943.48</b>	

## **LOCAL INCOME**

### **ADMISSIONS**

Athletic Director	Gate Receipts	0.00
	<b>TOTAL ADMISSIONS</b>	<b>0.00</b>

### **INSURANCE**

School Claims Service	Cobra insurance premiums	3,614.50
	<b>TOTAL INSURANCE &gt;&gt;&gt;</b>	<b>3,614.50</b>

### **INTEREST**

First Citizens Community Bank	Gen. Fund Checking	2,627.22
First Citizens Community Bank	Gen. Fund Savings	28,999.78
First Citizens Community Bank	HRA	90.66
	<b>TOTAL INTEREST &gt;&gt;&gt;</b>	<b>31,717.66</b>

### **MISCELLANEOUS**

Amazon	Refund	98.99
Ayres, Travis	Rollback taxes	15.02
Bradford Tioga Head Start	Lease	821.85
CASD Students	Lost computer chargers and computer repairs	235.00
CASD Students	AP test fees	1,879.00
CASD Students	Recorder purchases	36.00
Central Treasury - Elem	Field trip transportation	476.39
Central Treasury - HS	Baseball order - shipping fees	423.74
Central Treasury - HS	Cheer Amazon purchases	124.95
Commonwealth of Pennsylvania	PCCD Grant - School Mental Health & Safety	5,725.54
Commonwealth of Pennsylvania	MER record payment	36.42
District Magistrate	Fines	837.28
Green Free Library	Building use	26.10
N. Tier Regional Planning & Development Commission	Field trip transportation	245.62
Northern Tier Insurance Consortium	Wellness incentive	275.00
PMEA	Refund	250.00
United Parcel Service	Refund	100.00
	<b>TOTAL MISCELLANEOUS &gt;&gt;&gt;</b>	<b>11,606.90</b>

### **PAYROLL**

CASD Cafeteria Fund	Payroll Expenses	29,234.67
	<b>TOTAL PAYROLL&gt;&gt;&gt;</b>	<b>29,234.67</b>

### **TAXES**

Berkheimer	E.I.T.	103,137.09
Bradford County	Delinquent Taxes	7,884.83
Bradford County	R.E. Transfer Tax	7,321.52
Harris, G.H. and Associates	Delinquent Occup. and Per Capita Taxes	2,629.00
Lycoming County	Delinquent Taxes	4,442.14
Lycoming County	R.E. Transfer Tax	
Tioga County	Delinquent Taxes	7,303.85
Tioga County	R.E. Transfer Tax	
	<b>TOTAL TAXES &gt;&gt;&gt;</b>	<b>132,718.43</b>

**TUITION**

Tuition	0.00
<b>TOTAL TUITION &gt;&gt;&gt;</b>	<b>0.00</b>

<b>TOTAL LOCAL INCOME &gt;&gt;&gt;</b>	<b>208,892.16</b>
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**STATE INCOME**

Commonwealth of Pennsylvania	Basic Ed. Subsidy	2,132,097.53
Commonwealth of Pennsylvania	Cyber Charter Transition	23,096.14
Commonwealth of Pennsylvania	IU Transportation Recovery 23/24	-18,912.29
Commonwealth of Pennsylvania	PA Cyber CS tuition deduction	-8,836.30
Commonwealth of Pennsylvania	SD Special Ed.	231,957.66
Commonwealth of Pennsylvania	Social Security Subsidy	88,735.47
Commonwealth of Pennsylvania	Vocational Ed. Subsidy	5,967.38
	<b>TOTAL STATE INCOME &gt;&gt;&gt;</b>	<b>2,454,105.59</b>

**FEDERAL INCOME**

Commonwealth of Pennsylvania	Title I Improving Basic Programs	23,362.80
Commonwealth of Pennsylvania	Title II Improving Teacher Quality	2,582.93
	<b>TOTAL FEDERAL INCOME &gt;&gt;&gt;</b>	<b>25,945.73</b>

# Condensed Board Summary Report

Fund: 10  
From 07/01/2024 To 05/31/2025  
Summarization Level: FULL FUND/MAJOR FUNCTION/MAJOR OBJECT

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
1000							
000	---	0.00	0.00	0.00	0.00	0.00	0.00
100	PERSONAL SVCS-SALARIES	5,778,715.00	4,411,702.45	4,411,702.45	0.00	1,367,012.55	76.34
200	EMPLOYEE BENEFITS	3,809,902.00	3,196,274.08	3,196,274.08	0.00	613,627.92	83.89
300	PURCH PROF&TECH SVCS	361,460.00	215,329.12	215,329.12	0.00	146,130.88	59.57
400	PURCH PROPERTY SVCS	9,500.00	0.00	0.00	0.00	9,500.00	0.00
500	OTHER PURCHASED SVCS	459,367.00	778,063.94	778,063.94	0.00	(318,696.94)	169.38
600	SUPPLIES	306,360.00	355,409.26	355,409.26	0.00	(49,049.26)	116.01
800	OTHER OBJECTS	2,994.00	4,214.84	4,214.84	0.00	(1,220.84)	140.78
	MAJOR FUNCTION TOTAL	10,728,298.00	8,960,993.69	8,960,993.69	0.00	1,767,304.31	83.53
2000							
100	PERSONAL SVCS-SALARIES	2,014,700.00	1,845,909.65	1,845,909.65	0.00	168,790.35	91.62
200	EMPLOYEE BENEFITS	1,676,201.00	1,391,293.11	1,391,293.11	0.00	284,907.89	83.00
300	PURCH PROF&TECH SVCS	380,115.00	265,144.23	265,144.23	0.00	114,970.77	69.75
400	PURCH PROPERTY SVCS	246,193.00	249,630.98	249,630.98	0.00	(3,437.98)	101.40
500	OTHER PURCHASED SVCS	1,139,652.00	1,080,793.41	1,080,793.41	0.00	58,858.59	94.84
600	SUPPLIES	327,575.00	343,183.94	343,183.94	0.00	(15,608.94)	104.76
800	OTHER OBJECTS	9,130.00	12,572.00	12,572.00	0.00	(3,442.00)	137.70
	MAJOR FUNCTION TOTAL	5,793,566.00	5,188,527.32	5,188,527.32	0.00	605,038.68	89.56
3000	GENERAL FUND - OPER. NON-INSTRUC. SVCS						
100	PERSONAL SVCS-SALARIES	209,160.00	273,761.47	273,761.47	0.00	(64,601.47)	130.89
200	EMPLOYEE BENEFITS	89,065.00	101,722.45	101,722.45	0.00	(12,657.45)	114.21
300	PURCH PROF&TECH SVCS	75,100.00	71,342.92	71,342.92	0.00	3,757.08	95.00
400	PURCH PROPERTY SVCS	13,000.00	0.00	0.00	0.00	13,000.00	0.00
500	OTHER PURCHASED SVCS	47,900.00	63,381.79	63,381.79	0.00	(15,481.79)	132.32
600	SUPPLIES	60,336.00	72,175.34	72,175.34	0.00	(11,839.34)	119.62

# Condensed Board Summary Report

Fund: 10  
From 07/01/2024 To 05/31/2025  
Summarization Level: FULL FUND/MAJOR FUNCTION/MAJOR OBJECT

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
800	OTHER OBJECTS	2,000.00	15,692.00	15,692.00	0.00	(13,692.00)	784.60
	<b>MAJOR FUNCTION TOTAL</b>	<b>496,561.00</b>	<b>598,075.97</b>	<b>598,075.97</b>	<b>0.00</b>	<b>(101,514.97)</b>	<b>120.44</b>
4000	<b>GENERAL FUND - FACILITIES CONST/IMPROV</b>						
400	PURCH PROPERTY SVCS	5,078,466.00	240,209.95	240,209.95	0.00	4,838,256.05	4.73
700	PROPERTY	0.00	0.00	0.00	0.00	0.00	0.00
	<b>MAJOR FUNCTION TOTAL</b>	<b>5,078,466.00</b>	<b>240,209.95</b>	<b>240,209.95</b>	<b>0.00</b>	<b>4,838,256.05</b>	<b>4.73</b>
5000							
500	OTHER PURCHASED SVCS	0.00	0.00	0.00	0.00	0.00	0.00
800	OTHER OBJECTS	1,479,400.00	31,400.00	31,400.00	0.00	1,448,000.00	2.12
900	OTHER FINANCING USES	0.00	820,000.00	820,000.00	0.00	(820,000.00)	0.00
	<b>MAJOR FUNCTION TOTAL</b>	<b>1,479,400.00</b>	<b>851,400.00</b>	<b>851,400.00</b>	<b>0.00</b>	<b>628,000.00</b>	<b>57.55</b>
<b>Fund 10 Totals</b>							
	<b>Total Expenditure</b>	<b>22,096,891.00</b>	<b>14,987,806.93</b>	<b>14,987,806.93</b>	<b>0.00</b>	<b>7,109,084.07</b>	<b>67.83</b>
	<b>Total Other Expenditure</b>	<b>1,479,400.00</b>	<b>851,400.00</b>	<b>851,400.00</b>	<b>0.00</b>	<b>628,000.00</b>	<b>57.55</b>
	<b>Total Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Total Other Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>23,576,291.00</b>	<b>15,839,206.93</b>	<b>15,839,206.93</b>	<b>0.00</b>	<b>7,737,084.07</b>	

Condensed Board Summary Report

Grand Totals	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
Total Expenditure	22,096,891.00	14,987,806.93	14,987,806.93	0.00	7,109,084.07	67.83
Total Other Expenditure	1,479,400.00	851,400.00	851,400.00	0.00	628,000.00	57.55
Total Revenue	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	23,576,291.00	15,839,206.93	15,839,206.93	0.00	7,737,084.07	

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund    Payment Date: 2025-05-16  
 Check Numbers: 0000064872 - 0000064888  
 Payment Categories: Regular Checks, Direct Deposits, Credit Cards  
 Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000064872	05/16/2025	AMAZON CAPITAL SERVICES	SUPPLIES		1,224.68
0000064873	05/16/2025	AT & T	CELL PHONES		141.96
0000064874	05/16/2025	AUTO PARTS CO OF WYSOX	SUPPLIES		28.48
0000064875	05/16/2025	BLAST IU #17	PROF SVC		2,037.50
0000064876	05/16/2025	BSN SPORTS INC	SUPPLIES - FB		137.99
0000064877	05/16/2025	CAFETERIA FUND-CASD	PSSA SNACKS		486.35
0000064878	05/16/2025	CANTON BOROUGH AUTHORITY	WATER/SEWER		3,727.51
0000064879	05/16/2025	CCIU	TUITION - L.C.		5,318.72
0000064880	05/16/2025	DAILY REVIEW	ADVERTISING		66.34
0000064881	05/16/2025	LOWES COMPANIES INC.	SUPPLIES		521.60
0000064882	05/16/2025	NORTHERN TIER COUNSELING	PROF SVC		2,525.00
0000064883	05/16/2025	PENELEC	ELECTRICITY		10,118.06
0000064884	05/16/2025	ROBERT BROOKE AND ASSOCIATES	METAL DOOR		620.09
0000064885	05/16/2025	TOPS MARKETS LLC	SUPPLIES		975.09
0000064886	05/16/2025	TULPEHOCKEN MT SPRING WATER	WATER		660.00
0000064887	05/16/2025	WILSON COLLEGE	TUITION - A VOTH #0164064		2,910.00
0000064888	05/16/2025	XEROX CORPORATION	COPIERS		1,022.74
D000003593	05/16/2025	AGORA CYBER CHARTER SCHOOL	TUITION		1,262.33 <sup>D</sup>
D000003594	05/16/2025	BRADFORD COUNTY SANITATION INC	PROF SVC		200.00 <sup>D</sup>
D000003595	05/16/2025	COMMONWEALTH CHARTER ACADEMY	TUITION		24,510.29 <sup>D</sup>
D000003596	05/16/2025	DANDY MINI MARTS INC.	FUEL		65.35 <sup>D</sup>

\* - Non-Negotiable Disbursement    + - Procurement Card Non-Negotiable    # - Payable within Payment    P - Prenote    D - Direct Deposit    C - Credit Card    ^ - Virtual Payment

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund    Payment Date: 2025-05-16  
 Check Numbers: 0000064872 - 0000064888  
 Payment Categories: Regular Checks, Direct Deposits, Credit Cards  
 Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000003597	05/16/2025	PATRICK DAVIDSON	5/8/25 OFFICIAL		90.00 D
D000003598	05/16/2025	BRADY DENEEN	5/1/25 OFFICIAL	5/10/25 OFFICIAL	230.00 D
D000003599	05/16/2025	FELICIA DIEFENDERFER	REGULAR DAYS TRANS.		1,600.00 D
D000003600	05/16/2025	DOUD TRANSPORTATION LLC	REGULAR DAYS TRANS.	STUDENT ACTIVITY RUNS	30,399.28 D
D000003601	05/16/2025	EASTERN MANAGED PRINT NETWORK LLC	COPIERS		351.00 D
D000003602	05/16/2025	MARY FEUSNER	5/10/25 OFFICIAL	4/29/25 OFFICIAL	180.00 D
D000003603	05/16/2025	ROGER HECKROTE	5/5/25 OFFICIAL	5/2/25 OFFICIAL	190.00 D
D000003604	05/16/2025	ROBERT HORTON	4/29/25 OFFICIAL		90.00 D
D000003605	05/16/2025	INGERSOLL-RAND FEDERAL CU	DED: CRED - Full Payroll Pay Date: 5/16/2025		2,746.00 D
D000003606	05/16/2025	LISA INMAN	PROF SVC		7,016.10 D
D000003607	05/16/2025	JENNINGS BUS COMPANY	REGULAR DAYS TRANS.	STUDENT ACTIVITY RUNS	11,914.58 D
D000003608	05/16/2025	KIRBY RON	4/29/25 STARTER		160.00 D
D000003609	05/16/2025	LESKO FINANCIAL SERVICES	DED: 403b ANN1 - Full Payroll Pay Date: 5/16/2025	DED: 403b ROTH - Full Payroll Pay Date: 5/16/2025	5,674.57 D
D000003610	05/16/2025	MARK MCMURRAY	REGULAR DAYS TRANS.		14,451.30 D
D000003611	05/16/2025	ALAN MOYER	5/1/25 OFFICIAL	5/10/25 OFFICIAL	230.00 D
D000003612	05/16/2025	ROGER ORLANDI	5/8/25 OFFICIAL		95.00 D
D000003613	05/16/2025	GLENN POIRIER	5/8/25 OFFICIAL	5/5/25 OFFICIAL	180.00 D
D000003614	05/16/2025	PSEA HEALTH & WELFARE FUND	INSURANCE PREMIUM		505.05 D
D000003615	05/16/2025	KYLE J RAUPERS	5/10/25 OFFICIAL	5/8/25 OFFICIAL	190.00 D
D000003616	05/16/2025	REACH CYBER CHARTER SCHOOL	TUITION		5,049.32 D
D000003617	05/16/2025	ED ROOT	5/7/25 OFFICIAL	5/5/25 OFFICIAL	475.00 D



# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund    Payment Date: 2025-05-16  
 Check Numbers: 0000064872 - 0000064888  
 Payment Categories: Regular Checks, Direct Deposits, Credit Cards  
 Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000003618	05/16/2025	JULIE SECHRIST	PROF SVC		2,250.00 D
D000003619	05/16/2025	MICHELLE L HARKNESS	TRAVEL EXPENSES		40.60 D
D000003620	05/16/2025	PAM LARCOM	REIMB - FUEL FOR CLASS TRIP		23.00 D
D000003621	05/16/2025	ROBERT ROCKWELL	AD TRAVEL EXPENSES		98.00 D
D000003622	05/16/2025	JAMIE TAYLOR	REIMB - MEMBERSHIP FEE		116.55 D
D000003623	05/16/2025	DAVID SIKORSKI	5/7/25 OFFICIAL		190.00 D
D000003624	05/16/2025	STANDING STONE CONSULTING, INC.	SECURITY		330.14 D
D000003625	05/16/2025	JOSHUA THOMAN	5/10/25 OFFICIAL		90.00 D
D000003626	05/16/2025	CRAIG WEST	5/5/25 OFFICIAL		90.00 D
D000003627	05/16/2025	ZITO BUSINESS	INTERNET		1,175.00 D
10 - GENERAL FUND					144,780.57
Grand Total All Funds					144,780.57
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					112,258.46
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					32,522.11
Grand Total Virtual Payments					0.00
Grand Total All Payments					144,780.57



# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund    Payment Date: 2025-05-30

Check Numbers: 0000064889 - 0000064901

Payment Categories: Regular Checks, Direct Deposits, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000064889	05/30/2025	AGPARTS WORLDWIDE, INC.	SUPPLIES		769.65
0000064890	05/30/2025	AMAZON CAPITAL SERVICES	SUPPLIES		277.05
0000064891	05/30/2025	CAFETERIA FUND-CASD	DINNER THEATRE		61.35
0000064892	05/30/2025	CM REGENT LLC	INSURANCE PREMIUM		741.00
0000064893	05/30/2025	DAILY REVIEW	ADVERTISING		47.53
0000064894	05/30/2025	MAGISTERIAL DISTRICT COURT 42-3-01	DED: MISC - Full Payroll Pay Date: 5/30/2025	DED: MISC - Full Payroll Pay Date: 5/16/2025	15.00
0000064895	05/30/2025	EDULINK SYSTEMS	SUPPLIES		1,760.00
0000064896	05/30/2025	FRONTIER COMMUNICATIONS OF CTN	TELEPHONE SVC		2,713.89
0000064897	05/30/2025	PENELEC	ELECTRICITY		12,545.34
0000064898	05/30/2025	ROOF JEWELERS & AWARDS	SUPPLIES		170.00
0000064899	05/30/2025	SILVERTIP INC.	PUMP	PROF SVC	5,946.54
0000064900	05/30/2025	LEVI STORRS	PA TEACHER SUPPORT PROGRAM		10,000.00
0000064901	05/30/2025	UPMC	ATHLETIC TRAINER		6,471.40
D000003628	05/30/2025	REBECCA BELLOWES	BB BOOK - 19 GAMES		475.00 <sup>D</sup>
D000003629	05/30/2025	JOSEPH BIDOLI JR.	5/17/25 OFFICIAL		135.00 <sup>D</sup>
D000003630	05/30/2025	PATRICK DAVIDSON	5/17/25 OFFICIAL	5/14/25 OFFICIAL	225.00 <sup>D</sup>
D000003631	05/30/2025	FELICIA DIEFENDERFER	REGULAR DAYS TRANS.		1,440.00 <sup>D</sup>
D000003632	05/30/2025	DOUD TRANSPORTATION LLC	REGULAR DAYS TRANS.	STUDENT ACTIVITY RUNS	29,616.23 <sup>D</sup>
D000003633	05/30/2025	ROBERT HORTON	5/16/25 OFFICIAL		95.00 <sup>D</sup>
D000003634	05/30/2025	INGERSOLL-RAND FEDERAL CU	DED: CRED - Full Payroll Pay Date: 5/30/2025		2,746.00 <sup>D</sup>
D000003635	05/30/2025	THOMAS JANESKI	5/14/25 OFFICIAL		95.00 <sup>D</sup>
D000003636	05/30/2025	JENNINGS BUS COMPANY	REGULAR DAYS TRANS.	STUDENT ACTIVITY RUNS	11,311.94 <sup>D</sup>

\* - Non-Negotiable Disbursement    + - Procurement Card Non-Negotiable    # - Payable within Payment    P - Prenote    D - Direct Deposit    C - Credit Card    ^ - Virtual Payment

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - General Fund    Payment Date: 2025-05-30  
 Check Numbers: 0000064889 - 0000064901  
 Payment Categories: Regular Checks, Direct Deposits, Credit Cards  
 Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000003637	05/30/2025	LESKO FINANCIAL SERVICES	DED: 403b ANN1 - Full Payroll Pay Date: 5/30/2025	DED: 403b ROTH - Full Payroll Pay Date: 5/30/2025	6,673.69 D
D000003638	05/30/2025	MARK MCMURRAY	REGULAR DAYS TRANS.	STUDENT ACTIVITY RUNS	13,546.87 D
D000003639	05/30/2025	ALAN MOYER	5/17/25 OFFICIAL		135.00 D
D000003640	05/30/2025	WAYNE NEUBER	5/14/25 OFFICIAL		90.00 D
D000003641	05/30/2025	NTSWA	PROF SVC		45.00 D
D000003642	05/30/2025	DUANE POTTER	5/17/25 OFFICIAL		135.00 D
D000003643	05/30/2025	QUILL	SUPPLIES		1,312.00 D
D000003644	05/30/2025	REAL DISPOSAL ENVIRONMENTAL SERVICE, LLC	GARBAGE REMOVAL		696.00 D
D000003645	05/30/2025	DOUGLAS REEVES	5/16/25 OFFICIAL		95.00 D
D000003646	05/30/2025	DAVID REYNARD	REFUND SUN LIFE PAYROLL DEDUCTION		56.12 D
D000003647	05/30/2025	TYLER W SECHRIST	TUITION REIMBURSEMENT		3,096.00 D
D000003648	05/30/2025	FRANK EDWARD SOCHA	5/14/25 OFFICIAL		95.00 D
D000003649	05/30/2025	STANDING STONE CONSULTING, INC.	SECURITY		817.04 D
D000003650	05/30/2025	UGI ENERGY SERVICES INC.	NATURAL GAS		4,220.22 D

**FUND ACCOUNTING PAYMENT SUMMARY**

Bank Account: GF - General Fund    Payment Date: 2025-05-30

Check Numbers: 0000064889 - 0000064901

Payment Categories: Regular Checks, Direct Deposits, Credit Cards

Sort: Payment Number

10 - GENERAL FUND	118,670.86
Grand Total All Funds	118,670.86
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	77,152.11
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	41,518.75
Grand Total Virtual Payments	0.00
Grand Total All Payments	118,670.86

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PA - PROCUREMENT    Payment Dates: 05/01/2025 - 05/31/2025

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
+ 0001052025	05/01/2025	SUPPLYHOUSE.COM	SUPPLIES		99.40
+ 0002052025	05/06/2025	TIMS	EMERGENCY PERMIT		5.00
+ 0003052025	05/09/2025	SAM'S CLUB	SUPPLIES		32.26
+ 0004052025	05/30/2025	PA ASSOC OF SCHOOL BUS OFFICIALS	MEMBERSHIP FEE		400.00
+ 0005052025	05/01/2025	EBAY	SUPPLIES		216.13
+ 0006052025	05/15/2025	SCRANTON/WILKES-BARRE RAILRIDERS	SUPPLIES		37.50
+ 0007052025	05/15/2025	SPICEWORKS ZIFF DAVIS	SUPPLIES		57.24
+ 0008052025	05/16/2025	EBAY	SUPPLIES		824.72
10 - GENERAL FUND					1,672.25
Grand Total All Funds					1,672.25
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					1,672.25
Grand Total Regular Checks					0.00
Grand Total Virtual Payments					0.00
Grand Total All Payments					1,672.25

# FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: 50 - FOOD SERVICE FUND    Payment Date: 2025-05-30

Payment Categories: Direct Deposits,  
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000085	05/30/2025	GENERAL FUND-CASD	APRIL PAYROLL		29,234.67 <i>D</i>
D000000086	05/30/2025	NUTRITION INC.	MAY INVOICE		43,077.34 <i>D</i>
50 - FOOD SERVICE FUND					72,312.01
Grand Total All Funds					72,312.01
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					72,312.01
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					0.00
Grand Total Virtual Payments					0.00
Grand Total All Payments					72,312.01

**M E M O**  
FROM THE DESK OF  
Deanna Watkins  
***CANTON AREA SCHOOL DISTRICT***

June 12, 2025

TO: Mark Jannone, Board of Education

RE: Transportation Changes

The following changes were made to transportation contracts since the last board meeting:

Doud Transportation

- Van 32 – Effective 5/6/25 – Removed student \$218.04
- Van 25 – Effective 5/7/25 – Added student/extended route \$268.69
- Van 33 – Effective 6/2/25 – ESY @ CASD \$125.00
- Van 39 – Effective 6/2/25 – ESY @ CASD \$155.03



Address Changes		MAY 2025		BRADFORD COUNTY	
Folio#					
Occ & PC		Name		New Address	
PC08141401748		BRIANNA ELLISON		13 TROY ST. APT # 1, CANTON, PA 17724	
				Old Address	
				75 VISTA DR. SAYRE, PA 18840	

Delete	Bradford County	
Folio #	Name	Reason
PC08151500089	ALICE BROWN	DECEASED
PC08161601115	APRIL STIERLY	DECEASED

EXON

**GH Harris**

05/12/2025

G.H. HARRIS ASSOCIATES, INC.

EXONERATION  
REPORT

COUNTY OF BRADFORD

BOROUGH OF CANTON

2024 TAXES

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## SCHOOL

CNTL#	ACCOUNT	NAME & ADDRESS	PER CAPITA			OCCUPATION				TOTAL		
2474852323	40	ALICE BROWN 177 S WASHINGTON ST CANTON PA 17724	10.00	10.00	11.00	15.00	1.50	16.50	25.00	2.50	27.50	
		MOVED, CORRECT ADDRESS UNKNOWN										
		Total(s)	10.00	10.00	11.00	15.00	1.50	16.50	25.00	2.50	27.50	
		Count(s)	1	1	1	1	1	1	1	1	1	
		Grand Total	27.50									

05/12/2025

G.H. HARRIS ASSOCIATES, INC.

EXONERATION  
REPORT

COUNTY OF BRADFORD

BOROUGH OF CANTON

2023 TAXES

5

SCHOOL

CNTL#	ACCOUNT	NAME & ADDRESS	PER CAPITA			OCCUPATION				TOTAL		
2375946826	60	CATHY A CHILSON 80 SULLIVAN ST CANTON PA 17724	10.00	10.00	11.00					10.00	1.00	11.00
		VACANT/MOVED CORRECT ADDRESS UNKNOWN										
2388739518	75	BRIANNA ELLISON 75 VISTA DR SAYRE PA 18840	10.00	10.00	11.00	10.00	1.00	11.00	20.00	2.00	22.00	
		MOVED MARCH 2022 TO SAYRE PA, PER COPY OF INCOME TAX WITH SAYRE ADDRESS ON IT LISTED AS "BREANNA"										
		Total(s)	20.00	20.00	22.00	10.00	1.00	11.00	30.00	3.00	33.00	
		Count(s)	2	2	2	1	1	1	2	2	2	
		Grand Total	33.00									

05/12/2025

G.H. HARRIS ASSOCIATES, INC.

EXONERATION  
REPORT

COUNTY OF BRADFORD

BOROUGH OF CANTON

2022 TAXES

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SCHOOL

CNTL#	ACCOUNT	NAME & ADDRESS	PER CAPITA			OCCUPATION			TOTAL		
2222129310	1400676	CATHY A CHILSON 80 SULLIVAN ST CANTON PA 17724	10.00	10.00	11.00	X			10.00	1.00	11.00
VACANT/MOVED CORRECT ADDRESS UNKNOWN											
Total(s)			10.00	10.00	11.00	0.00	0.00	0.00	10.00	1.00	11.00
Count(s)			1	1	1	0	0	0	1	1	1
Grand Total			11.00								

05/12/2025

G.H. HARRIS ASSOCIATES, INC.

EXONERATION  
REPORT

COUNTY OF BRADFORD

TOWNSHIP OF CANTON

2024 TAXES

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## SCHOOL

CNTL#	ACCOUNT	NAME & ADDRESS	PER CAPITA			OCCUPATION				TOTAL		
2414247116	204	LISA A DAVY 127 BOWFIN DR PALATKA FL 32177	10.00	10.00	11.00	15.00	1.50	16.50	25.00	2.50	27.50	
		NON-RESIDENT OUT OF STATE FL, SOLD HOUSE JUNE 2023										
2445970821	205	ROGER DAVY 127 BOWFIN DR PALATKA FL 32177	10.00	10.00	11.00	15.00	1.50	16.50	25.00	2.50	27.50	
		NON-RESIDENT OUT OF STATE FL, SOLD HOUSE JUNE 2023										
2434476904	778	APRIL STIERLY 2162 SOUTHSIDE RD CANTON PA 17724	10.00	10.00	11.00				10.00	1.00	11.00	
		DECEASED										
		Total(s)	30.00	30.00	33.00	30.00	3.00	33.00	60.00	6.00	66.00	
		Count(s)	3	3	3	2	2	2	3	3	3	
		Grand Total	66.00									

05/12/2025

G.H. HARRIS ASSOCIATES, INC.

EXONERATION  
REPORT

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COUNTY OF TIOGA

TOWNSHIP OF UNION

2024 TAXES

SCHOOL

CNTL#	ACCOUNT	NAME & ADDRESS	PER	CAPITA	OCCUPATION	TOTAL
2486233917	208	BARBARA A MUNDY 181 UNION CENTRE RD CANTON PA 17724	10.00	10.00	11.00	10.00 1.00 11.00
IN BROAD ACRES NURSING HOME, AARON UNRUH LIVES AT 683 SPENCER RD ROARING BRANCH *EXONERATE \$16.5 SCHOOL OCCUPATION: RETIRED SINCE 1-06						
Total(s)			10.00	10.00	11.00	0.00 0.00 0.00 10.00 1.00 11.00
Count(s)			1	1	1	0 0 0 1 1 1
Grand Total			11.00			





River Rock  
Academy

## River Rock Academy Administration

2124 Ambassador Circle • Lancaster, PA 17603 • Ph: 717-208-3349 • Fax: 717-517-7932

### CONTRACT FOR PURCHASE SECONDARY STUDENT SERVICES + ELEMENTARY SERVICES WITH RIVER ROCK ACADEMY 2025 - 2026 SCHOOL YEAR

1. Canton Area School District agrees to student services from River Rock Academy or its assigns (hereinafter "River Rock Academy") for the Bradford Campus (AEDY or Secondary Special Education 7-12) at a per diem rate of \$245.00.
2. If needed, Canton Area School District agrees to purchase elementary student services for the River Rock Academy Bradford Campus Private Licensed Academic Elementary Program at a per diem rate of \$275.00.
3. River Rock Academy agrees to send Canton Area School District an itemized invoice detailing all Canton Area School District students in the River Rock Academy Programs and reconciling any costs by the 5<sup>th</sup> of each month. School District shall pay the invoice within thirty (30) days of the invoice receipt. Any amounts due River Rock Academy under the terms of this Contract which are not paid within thirty (30) days of the invoice receipt shall accrue interest at the rate of 0.5% per month, or such portion thereof from the due date, until payment is received by River Rock Academy. In the event that River Rock Academy has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including reasonable attorney's fees.
4. River Rock Academy agrees to keep an open line of communication with the Canton Area School District and provide a structured, disciplined, nurturing environment for their students.
5. River Rock Academy and the Canton Area School District will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by River Rock Academy or cannot be provided by River Rock Academy during the period of enrollment will be the responsibility of Canton Area School District and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), River Rock Academy will notify the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special Education Student is enrolled, River Rock Academy will insure that the student's I.E.P. is

updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. River Rock Academy agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

6. In the event this Contract is terminated for any reason, River Rock Academy shall be reimbursed only for services actually performed up to the date of termination. School District shall receive a refund of any funds paid for services not provided. The placement of any student at River Rock Academy may be terminated by either party upon at least twenty-one (21) days' written notice to the other party. School District shall remain obligated to pay all amounts due to River Rock Academy through the placement termination and such obligation shall survive any termination of this Agreement.
7. River Rock Academy agrees that any individual who will be in direct contact with students shall possess the following valid clearances and certifications:
  - a) PA Child Abuse History Clearance (Act 151);
  - b) Federal Criminal History Records (Act 114);
  - c) Pennsylvania Background Checks (Act 34)

River Rock Academy agrees to bear any costs or fees associated with obtaining these clearances and certifications. River Rock Academy agrees to provide proof of the aforementioned clearances upon Request by the School District.

8. School District and River Rock Academy agree to indemnify, defend, and hold each other harmless from any claims, losses, suits or damages caused by or arising from the negligence or willful misconduct of their respective agents and employees.
9. All student information of any kind, including (without limitation) confidential Student data, shall be kept strictly confidential by School District and River Rock Academy, and shall not be used or disclosed for any purpose except as provided in this Contract. This obligation of confidentiality shall survive the expiration or termination of this Contract. As used herein, the term "confidential Student data" shall include, without limitation, any personal or identifying Student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a "Student record" under the Family Educational Rights and Privacy Act."
10. River Rock Academy and School District consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas in the county in which River Rock Academy is located, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all Parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address set forth at the end of this Contract.

11. No change, amendment or modification to this Contract shall be effective unless it is in writing and signed by both the School District's and River Rock Academy's authorized personnel.
12. School District represents and warrants that the individual executing this Contract is duly authorized to execute and deliver this Contract on its behalf and this Contract is a valid and binding obligation of School District

Thank you for this opportunity to serve the Canton Area School District.

*Christina Spielbauer*  
Christina Spielbauer  
Senior Vice President

\_\_\_\_\_  
Canton Area School District  
Authorized Signer

# ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

## ACT 48 Program Agreement for Services

**Official public school name: CANTON AREA SCHOOL DISTRICT**

**Official approved private provider name: RIVER ROCK ACADEMY LLC**

**AND NOW**, this 23<sup>rd</sup> day of April 2025, RIVER ROCK ACADEMY LLC with a principal place of operations located at 272 Ennis Ln, Towanda, PA 18848, and the CANTON AREA SCHOOL DISTRICT enter into this Act 48 Program Placement Agreement as follows:

**WHEREAS**, RIVER ROCK ACADEMY LLC primary operations is an approved independent contractor for the delivery of alternative education services for disruptive youth and has been since 2005.

**WHEREAS**, CANTON AREA SCHOOL DISTRICT and, RIVER ROCK ACADEMY LLC have entered into a contractual arrangement, as further described herein, wherein CANTON AREA SCHOOL DISTRICT will have certain placement rights regarding "disruptive youth", as defined in the Act that CANTON AREA SCHOOL DISTRICT desires to place their students into the RIVER ROCK ACADEMY LLC'S program for educational and counseling services.

**NOW THEREFORE**, in accordance with the aforesaid recitals, RIVER ROCK ACADEMY LLC and CANTON AREA SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. **DEFINITIONS**: The following definitions apply regarding the text of this Agreement:
  - a. **"TERM"**. For purposes of this Agreement, "Term" shall be defined as the 2025 2026 school year.
  - b. **"PROGRAM"**. For purposes of this Agreement, "Program" shall be defined as the, RIVER ROCK ACADEMY LLC Act 48 program;
  - c. **"PUBLIC SCHOOL"**. For purposes of this Agreement, "PUBLIC SCHOOL" shall collectively be defined as all schools of the CANTON AREA SCHOOL DISTRICT, acting by and through their authorized employees, agents and representatives; and
  - d. **"STUDENT"**. For purposes of this Agreement, "Student" shall be defined as a male or female in middle school, high school, or an area-vocational school

at CANTON AREA SCHOOL DISTRICT who has been officially enrolled and designated as a "disruptive youth" in accordance with the Act.

2. **MATRICULATION RIGHTS**: CANTON AREA SCHOOL DISTRICT shall have the right to matriculate students into the RIVER ROCK ACADEMY LLC program, under the following terms and conditions:

- a. CANTON AREA SCHOOL DISTRICT shall certify to RIVER ROCK ACADEMY LLC that the student is "disruptive" as defined in the Act and provide all pertinent information to RIVER ROCK ACADEMY LLC regarding said student;

3. **COST/PAYMENT**: CANTON AREA SCHOOL DISTRICT shall compensate RIVER ROCK ACADEMY LLC for the program services rendered to students as agreed or set below:

A per diem rate as detailed in the "Contract for Student Services" for the Bradford County RRA program (AEDY) which includes Behavior Management, Therapeutic, and Educational services. Transportation will be provided by the CANTON AREA SCHOOL DISTRICT. RIVER ROCK ACADEMY will invoice the CANTON AREA SCHOOL DISTRICT on a monthly basis.

4. **DURATION**: School Year 2025 2026.

5. **COMPLIANCE – PDE GUIDELINES**: During the entire term of this Agreement, RIVER ROCK ACADEMY LLC and CANTON AREA SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2015 2017 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

**I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:**

- a. RIVER ROCK ACADEMY LLC warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and Bradford County, and that said facility has been approved by the Licensing and Inspection Bureau of Bradford County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry and is on display at each facility.

b. RIVER ROCK ACADEMY LLC shall provide to CANTON AREA SCHOOL DISTRICT upon written request, any original licenses for review.

c. RIVER ROCK ACADEMY LLC warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.

d. RIVER ROCK ACADEMY LLC warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. RIVER ROCK ACADEMY LLC has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

## **II. SCHOOL FOOD SERVICE:**

RIVER ROCK ACADEMY LLC shall NOT provide any food service and the requirements of Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c do not apply.

## **III. STAFFING:**

a. RIVER ROCK ACADEMY LLC warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.

b. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff are citizens of the United States of America.

c. RIVER ROCK ACADEMY LLC warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received

show no evidence of a criminal background or a background of child abuse

#### **IV. STUDENT ATTENDANCE:**

a. RIVER ROCK ACADEMY LLC warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty-six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the RIVER ROCK ACADEMY LLC administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at RIVER ROCK ACADEMY LLC, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

#### **V. STUDENT AND PROGRAM RECORDS:**

a. RIVER ROCK ACADEMY LLC warrants that during the entire term of this Agreement, CANTON AREA SCHOOL DISTRICT shall receive a written progress report for each CANTON AREA SCHOOL DISTRICT'S student matriculated into RIVER ROCK ACADEMY LLC in accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.

b. RIVER ROCK ACADEMY LLC and CANTON AREA SCHOOL DISTRICT their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

#### **VI. TRANSPORTATION:**

a. CANTON AREA SCHOOL DISTRICT will be responsible for transportation of said students to RIVER ROCK ACADEMY LLC'S program in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

#### **VII. REQUIREMENTS UNDER SAFE SCHOOLS:**

a. RIVER ROCK ACADEMY LLC warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by RIVER ROCK ACADEMY LLC administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by RIVER ROCK ACADEMY LLC administrative staff, and a written report shall be completed by RIVER ROCK ACADEMY LLC. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the RIVER ROCK ACADEMY LLC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7).

RIVER ROCK ACADEMY LLC shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the RIVER ROCK ACADEMY LLC educational facility.

### **VIII. SCHOOL HEALTH SERVICES**

RIVER ROCK ACADEMY LLC warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the RIVER ROCK ACADEMY LLC educational facility.

Student Health Services will be provided jointly by the CANTON AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC. RIVER ROCK ACADEMY LLC employs a Licensed Practical Nurse that is available for consultation with students and staff, and provides medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with CANTON AREA SCHOOL DISTRICT by the date of admission. RIVER ROCK ACADEMY LLC will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

### **IX. ACADEMIC STANDARDS AND ASSESSMENTS:**

RIVER ROCK ACADEMY LLC warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board



of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

CANTON AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC will work cooperatively to ensure that all students required to take the PSSA (Pennsylvania State Standards Assessment) test will be given the test according to state regulations. CANTON AREA SCHOOL DISTRICT remains responsible to report the scores of the PSSA testing to the appropriate authority.

#### **X. SPECIAL EDUCATION SERVICES AND PROGRAMS:**

RIVER ROCK ACADEMY LLC and the CANTON AREA SCHOOL DISTRICT will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by RIVER ROCK ACADEMY LLC or cannot be provided by RIVER ROCK ACADEMY LLC during the period of enrollment will be the responsibility of CANTON AREA SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), RIVER ROCK ACADEMY LLC will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education Student is enrolled, RIVER ROCK ACADEMY LLC will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. RIVER ROCK ACADEMY LLC agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a

designated referring special education representative in accordance with applicable law.

#### **XI. IDENTIFICATION OF ELIGIBLE STUDENTS:**

In accordance with Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C (5) CANTON AREA SCHOOL DISTRICT shall set forth its internal policies to identify those CANTON AREA SCHOOL DISTRICT students who are eligible for the RIVER ROCK ACADEMY LLC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

#### **XII. PERIODIC REVIEW OF STUDENTS:**

CANTON AREA SCHOOL DISTRICT and RIVER ROCK ACADEMY LLC shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

#### **XIII. ANNUAL REPORT**

RIVER ROCK ACADEMY LLC shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

#### **EXEMPTION FROM STATUTORY REQUIREMENTS:**

RIVER ROCK ACADEMY LLC warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding RIVER ROCK ACADEMY LLC operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2015 2017 Guidelines regarding Private Alternative Educational Institutions; Page 39.

**CHALLENGES:** RIVER ROCK ACADEMY LLC confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from a legal challenge(s) regarding the RIVER ROCK ACADEMY LLC Act 48 Program and/or the actions of RIVER ROCK ACADEMY LLC as the Private Alternative Education Institution.

The RIVER ROCK ACADEMY LLC and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

**HOLD HARMLESS/INDEMNIFICATION:** RIVER ROCK ACADEMY LLC and CANTON AREA SCHOOL DISTRICT agree to hold each other harmless and

indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the RIVER ROCK ACADEMY LLC Board of Directors, Officers, Shareholders and CANTON AREA SCHOOL DISTRICT Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the CANTON AREA SCHOOL DISTRICT fails to fulfill any term, covenant or condition of this Agreement, CANTON AREA SCHOOL DISTRICT agrees to hold RIVER ROCK ACADEMY LLC harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding RIVER ROCK ACADEMY LLC failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing CANTON AREA SCHOOL DISTRICT to be a Defendant in litigation by a third party, RIVER ROCK ACADEMY LLC agrees to hold CANTON AREA SCHOOL DISTRICT harmless and indemnify CANTON AREA SCHOOL DISTRICT including costs and attorney fees.

**INSURANCE:** RIVER ROCK ACADEMY LLC will carry liability insurance for its employees and the program. A Class "A+" Liability Insurance Policy carrying an Aggregate Limit of \$3,000,000.00 and \$2,000,000.00 limit per occurrence will be purchased. The term for this policy runs yearly from April 19<sup>th</sup> to April 19<sup>th</sup> of the following year. A copy of the liability coverage is available to the District upon request and is on file in the administration office at 2124 Ambassador Circle Lancaster, PA 17603.

**INSOLVENCY OF PUBLIC SCHOOL:** If CANTON AREA SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of RIVER ROCK ACADEMY LLC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to RIVER ROCK ACADEMY LLC within ten (10) days. If said payment is not received, all CANTON AREA SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at RIVER ROCK ACADEMY LLC and said records shall be forwarded by RIVER ROCK ACADEMY LLC. If said payment is received, the matriculated CANTON AREA SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

**TERMINATION - PUBLIC SCHOOL:** RIVER ROCK ACADEMY LLC agrees that the CANTON AREA SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty -day opportunity to cure said default by RIVER ROCK ACADEMY LLC.

**TERMINATION – APPROVED PRIVATE PROVIDER**

RIVER ROCK ACADEMY LLC retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty- day opportunity to cure said default by CANTON AREA SCHOOL DISTRICT for any of the following reasons:

- a. One or more material violations of this Agreement;
- b. Failure to timely comply with RIVER ROCK ACADEMY LLC requests for information regarding any matriculated students, or failure to cooperate with RIVER ROCK ACADEMY LLC staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any RIVER ROCK ACADEMY LLC invoice when due;
- d. Violations of any provision in Act 48 of the Pennsylvania School Code;
- e. Violations of any provisions of state or federal law from which CANTON AREA SCHOOL DISTRICT has not been exempted; CANTON AREA SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud;

**COMPLIANCE - STATE REGULATIONS:** RIVER ROCK ACADEMY LLC agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). CANTON AREA SCHOOL DISTRICT agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

**ASSIGNMENT:** RIVER ROCK ACADEMY LLC agrees that this Agreement may not be assigned or transferred by RIVER ROCK ACADEMY LLC except to a successor in interest to all or substantially all of the assets or equity interests in RIVER ROCK ACADEMY LLC and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of RIVER ROCK ACADEMY LLC and the CANTON AREA SCHOOL DISTRICT.

**COMPLIANCE:** RIVER ROCK ACADEMY LLC agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Education and the Federal Government.

**SEPARABILITY:** RIVER ROCK ACADEMY LLC agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

**JURISDICTION AND VENUE:** Bradford County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Bradford shall be the appropriate venue for any dispute involving this agreement.

**MISCELLANEOUS.** This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding.

By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

RIVER ROCK ACADEMY LLC  
2124 Ambassador Circle  
Lancaster, PA 17603

**ENTIRE AGREEMENT.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by RIVER ROCK ACADEMY LLC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by RIVER ROCK ACADEMY LLC shall be construed, respectively, to be a waiver of RIVER ROCK ACADEMY LLC rights or to represent any agreement by RIVER ROCK ACADEMY LLC to undertake or perform such act or matter thereafter.

**NONDISCRIMINATION.** RIVER ROCK ACADEMY LLC agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to RIVER ROCK ACADEMY LLC right to receive waivers from the same or RIVER ROCK ACADEMY LLC rights of noncompliance as set forth in Act 48 or other legal standard.

\_\_\_\_\_  
Chief School Officer of  
CANTON AREA SCHOOL DISTRICT

\_\_\_\_\_  
Date

*Christina Spielbauer*  
\_\_\_\_\_  
Christina Spielbauer, Sr. Vice President  
River Rock Academy LLC

\_\_\_\_\_  
04/23/2025  
Date

# PA School Climate Survey

## Student Grade 3 to 5 Climate Survey Printable Form

**Which category best describes your Ethnicity/Race?** (One or more categories may be marked)

- ☐ American Indian/Alaskan Native
- ☐ Black/African American
- ☐ Hispanic
- ☐ Multi-Racial
- ☐ White/Caucasian
- ☐ Asian
- ☐ Native Hawaiian or other Pacific Islander
- ☐ Unavailable/Unknown/Decline

**What is your Gender?** (Choose one)

- ☐ Male
- ☐ Female
- ☐ Not Listed

**What grade are you currently enrolled this school year?**

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**Please mark whether you agree with these statements about your school.**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Teachers and other staff in this school are fair to all students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Teachers and other staff in this school are willing to give students help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I wish I went to a different school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. I am bored in school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. I feel safe outside around the school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. I feel safe in the hallways and bathrooms of the school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. I feel safe in my classroom.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Please mark whether you agree with these statements about students in your school.**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Students are friendly with each other.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Students at my school are bullied.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Students are safe in the hallways.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Students care about each other.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Students respect others who are different.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Students at my school are teased, picked on, made fun of, or called names.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Students treat each other with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Students get along with each other.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Students threaten and bully others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j. Students feel safe.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k. Students worry about others bullying them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l. Most students in my school treat each other with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
m. Students know they are safe in this school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
n. Students bully one another.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Please mark whether you agree with these statements about your teachers.**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. My teachers really care about me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. My teachers treat some students better than others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. The homework I get from my teachers helps me learn.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. My teachers notice if I have trouble learning something.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. My teachers help me do better on my school work.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. My teachers give me work that is interesting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



**Please read each statement and mark the response that best shows how much it is like you.**

	Not like me at all	Not much like me	Somewhat like me	Very much like me
a. I feel responsible for how I act.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. I think about how others feel.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I can control how I behave.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. I am good at solving conflicts with others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. I am good at deciding right from wrong.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. I care about how others feel.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. I think before I act.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. I get along well with others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. I make good decisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j. I respect what others think.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k. I can control my anger.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l. I am kind to others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
m. I think about the consequences of what I do.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
n. I try to understand how others think and feel.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
o. I can calm myself when upset.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
p. I help others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

### Additional Comments

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### LEA Information:

District Name

School Name(s)

***Thank you for your participation!***

# PA School Climate Survey

## Student Grade 6 to 8 Climate Survey Printable Form

**Which category best describes your Ethnicity/Race?** (One or more categories may be marked)

- ☐ American Indian/Alaskan Native
- ☐ Black/African American
- ☐ Hispanic
- ☐ Multi-Racial
- ☐ White/Caucasian
- ☐ Asian
- ☐ Native Hawaiian or other Pacific Islander
- ☐ Unavailable/Unknown/Decline

**What is your Gender?** (Choose one)

- ☐ Male
- ☐ Female
- ☐ Not Listed

**What grade are you currently enrolled this school year?**

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**How much do you agree with the following statements about your school:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Students at this school are often bullied.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Students at this school are often threatened.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Students at this school are often teased or picked on.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Students at this school are often bullied because of certain characteristics (ex: race, religion, or weight).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. I sometimes stay home because I don't feel safe at school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How safe do you feel:**

	Not Safe	Somewhat Safe	Mostly Safe	Very Safe
a. Outside around the school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. In the hallways and bathrooms of the school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. In your classes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Mark the answer that shows how true you think each of the following statements are.**

**How much do you agree with the following statements about students in your school:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Don't really care about each other.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Like to put others down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Don't get along together well.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Just look out for themselves.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Treat each other with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Stop and think before doing anything when they get angry.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Do their share of the work when we have group projects.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Give up when they can't solve a problem easily.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Get into arguments when they disagree with people.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j. Do their best, even when their school work is difficult.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k. Think it's OK to fight if someone insults them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l. Do all their homework.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
m. Say mean things to other students when they think the other students deserve it.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
n. Try to work out their disagreements with other students by talking to them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
o. Think it's OK to cheat if other students are cheating.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
p. Try to do a good job on school work even when it is not interesting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How much do you agree with the following statements about your teachers:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Often connect what I am learning to life outside the classroom.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Encourage students to share their ideas about things we are studying in class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Really care about me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Help me make up work after an excused absence.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Often assign homework that helps me learn.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How much do you agree with the following:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Adults in this school are often too busy to give students extra help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Adults in this school apply the same rules to all students equally.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I wish I went to a different school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. I can get extra help at school outside of my regular classes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. A counselor at this school has helped me plan for life after high school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Adults in this school are usually willing to take the time to give students extra help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Think about your class schedule on Monday this week. Which one of the following classes did you have closest to lunch but before lunch? (Choose one)**

- ☐ English/Language Arts
- ☐ Foreign Language
- ☐ Mathematics
- ☐ Science
- ☐ Social Studies
- ☐ Not Applicable

**How much do you agree with the following statements about your teachers:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Notices if I have trouble learning something.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Will help me improve my work if I do poorly on an assignment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Treat some students better than others.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How much do you agree with the following statements about your classes:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. The topics we are studying are interesting and challenging.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. This class really makes me think.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I am usually bored in this class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Additional Comments**

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**LEA Information:**

District Name 

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School Name(s) 

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***Thank you for your participation!***

# PA School Climate Survey

## Student Grade 9 to 12 Climate Survey Printable Form

**Which category best describes your Ethnicity/Race?** (One or more categories may be marked)

- ☐ American Indian/Alaskan Native
- ☐ Black/African American
- ☐ Hispanic
- ☐ Multi-Racial
- ☐ White/Caucasian
- ☐ Asian
- ☐ Native Hawaiian or other Pacific Islander
- ☐ Unavailable/Unknown/Decline

**What is your Gender?** (Choose one)

- ☐ Male
- ☐ Female
- ☐ Not Listed

**What grade are you currently enrolled this school year?**

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**How much do you agree with the following statements about your school:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Students at this school are often bullied.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Students at this school are often threatened.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Students at this school are often teased or picked on.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Students at this school are often bullied because of certain characteristics (ex: race, religion, or weight).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. I sometimes stay home because I don't feel safe at school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How safe do you feel:**

	Not Safe	Somewhat Safe	Mostly Safe	Very Safe
a. Outside around the school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. In the hallways and bathrooms of the school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. In your classes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Mark the answer that shows how true you think each of the following statements are.**

**How much do you agree with the following statements about students in your school:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Don't really care about each other.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Like to put others down.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Don't get along together well.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Just look out for themselves.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Treat each other with respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Stop and think before doing anything when they get angry.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Do their share of the work when we have group projects.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Give up when they can't solve a problem easily.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Get into arguments when they disagree with people.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
j. Do their best, even when their school work is difficult.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
k. Think it's OK to fight if someone insults them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
l. Do all their homework.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
m. Say mean things to other students when they think the other students deserve it.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
n. Try to work out their disagreements with other students by talking to them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
o. Think it's OK to cheat if other students are cheating.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
p. Try to do a good job on school work even when it is not interesting.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How much do you agree with the following statements about your teachers:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Often connect what I am learning to life outside the classroom.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Encourage students to share their ideas about things we are studying in class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Really care about me.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Help me make up work after an excused absence.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Often assign homework that helps me learn.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How much do you agree with the following:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Adults in this school are often too busy to give students extra help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Adults in this school apply the same rules to all students equally.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I wish I went to a different school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. I can get extra help at school outside of my regular classes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. A counselor at this school has helped me plan for life after high school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. When students in this school already know the material that is being taught, the teacher gives them more advanced assignments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Adults in this school are usually willing to take the time to give students extra help.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Think about your class schedule on Monday this week. Which one of the following classes did you have closest to lunch but before lunch? (Choose one)**

- ☐ English
- ☐ Foreign Language
- ☐ Mathematics
- ☐ Science
- ☐ Social Studies
- ☐ Not Applicable



**How much do you agree with the following statements about your teachers:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. Notice if I have trouble learning something.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Will help me improve my work if I do poorly on an assignment.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**How much do you agree with the following statements about your classes:**

	Strongly Disagree	Disagree	Agree	Strongly Agree
a. The topics we are studying are interesting and challenging.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. This class really makes me think.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. I am usually bored in this class.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Additional Comments**

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**LEA Information:**

District Name

School Name(s)

***Thank you for your participation!***