

Work Session Board Meeting

Tuesday, October 6, 2026 6:00 PM

District Administration Building, 68 Fenner Avenue, Troy, PA 16947

1. MEETING OPENING

1.A. CALL TO ORDER: President, Ryan Schrader

1.B. Pledge of Allegiance

1.C. Moment of Silence

1.D. Roll Call

2. VISITORS COMMENTS ON AGENDA ITEMS

3. SUPERINTENDENT'S REPORT

4. PROPOSED CONSENT - APPROVAL OF MINUTES

4.A. Approve the September 8, 2026 work session meeting minutes and the September 15, 2026, regular session meeting minutes as presented.

5. PROPOSED CONSENT - FINANCIAL REPORT

5.A. Motion to approve the October bill listing and the September financial report.

6. CONSENT - BUDGET AND FINANCE

6.A. ACA Reporting - Henry Dunn Inc

7. PROPOSED CONSENT - TRANSPORTATION

7.A. Updated Driver's Listing

8. CONSENT - PERSONNEL ITEMS: (All personnel actions approved by the Board are pending required documentation including the Act 168 of 2014 Disclosure requirement: Policy 304)

9. CONSENT - PERSONNEL - TRANSFER

9.A. Tiffani Schucker

10. CONSENT - PERSONNEL - EMPLOYMENTS

10.A. New Coaches

10.B. 3rd Grade Teacher

10.C. Business Manager

11. CONSENT - PERSONNEL - PERMANENT PROFESSIONAL CONTRACT

11.A. Tenure

12. PROPOSED CONSENT - STUDENT AFFAIRS

12.A. Partnership Agreement Between
Keystone/Red Rock Job Corps and Troy Area School
District

12.B. Early Graduation

12.C. Commonwealth University

13. PROPOSED CONSENT - COMMUNITY RELATIONS

13.A. Live Stream

14. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

14.A. Approve the request for permission to pay
the October Cafeteria, General Fund, Capital
Reserve bills. These bills will appear for
retroactive approval at the next scheduled
October board meeting.

14.B. 2026-2027 School Calendar

14.C. Authorization for Superintendent to
Approve Bus Drivers Between Board Meetings

15. APPROVAL OF THE CONSENT AGENDA

15.A. Approve the consent agenda.

16. GENERAL BOARD DISCUSSION

16.A. Act 1 Adjusted Index

**17. VISITOR COMMENT AND QUESTION PERIOD ON NON-
AGENDA ITEMS**

18. ADJOURNMENT

18.A. Adjourn Meeting

Regular Session Board Meeting
Tuesday, September 15, 2026 6:00 PM Eastern

District Administration Building
68 Fenner Avenue
Troy, PA 16947

David Blair: Present
Lisa Campbell: Present
Abramo Capece: Present
Patricia Holley: Present
LuAnn Knapp: Present
Matt Merrick: Present
Ryan Schrader: Present
Jolene Smyth: Present
Tytus Zimmerman: Absent
Present: 8, Absent: 1.

1. MEETING OPENING

1.A. Pledge of Allegiance

1.B. Moment of Silence

1.C. Roll Call

2. VISITORS COMMENTS ON AGENDA ITEMS

3. DISTRICT REPORTS

3.A. Northern Tier Career Center - Abramo Capece

Mr. Capece said the meeting was a month ago, they were getting ready for students. Next meeting is Thursday.

3.B. Intermediate Unit 17 - LuAnn Knapp

Mrs. Knapp said the IU is also getting ready for starting up. They are reviewing the surveys that the school districts have sent in. Developing a 3/5 year plan. The IU is increasing responsiveness and creating customized support to address concerns.

3.C. Pennsylvania School Boards Association - Jolene Smyth

Mrs. Smyth encouraged everyone to read the email that was sent from PSBA on Tuesday, September 8th, specifically it comments on proposed regulation about communicable and incommunicable diseases. The proposal would require schools to provide health authorities with timely access to students and permit private communications between health officials and students during the school day while limiting the ability of school personnel to involve parents or guardians in those interactions. Encouraged everyone, stakeholders, parents, etc, submit comments by September 21st. You can email irrc@rrc.state.pa.us, with proposed regulation 10-242 communicable and noncommunicable diseases IRCC no. 3490.

3.D. District Report

Mr. Feldmeier stated it was day 18. The Veterans day program will be held on November 4th this year. The courtyard is done at the High School.

Mr. Brion gave a report about the Junior Senior High School. He stated we have four new teachers and are exceeding expectations. They are excited to have Mrs. Herman as the full-time Dean of Students as she continues to have a positive impact and has supported student initiatives, including a homecoming clothing program. Grade-level meetings were completed with all students to review schedules, expectations, and school procedures. The new master schedule was implemented to expand elective opportunities while reducing interaction between junior high and high school students during the school day. Lunch periods were increased to 30 minutes, with additional supervision, outdoor seating options, and microwave access for students. Bathroom monitoring between class periods and increased staff supervision have contributed to improved student safety and a significant reduction in discipline referrals. Exterior doors now remain locked throughout the school day, with staff supervision during passing periods, enhancing building security. The new courtyard project is complete and will provide opportunities for outdoor instruction and student activities. Seventh and eighth grade students now use iPad carts, keeping devices at school to ensure they are charged and ready for daily use. School culture initiatives include Student and Teacher of the Month recognition, classroom signage, positive behavior rewards, and Trojan Spirit Days. Graduation has been proposed to move from Friday to Thursday to avoid conflicts with the State Track Meet. Administration continues to greet students each morning and afternoon to foster positive relationships and a welcoming school environment.

4. CONSENT - APPROVAL OF MINUTES

5. CONSENT - FINANCIAL REPORT

Mrs. Campbell stated she had questions regarding the Central Susquehanna Intermediate Unit cost and asked Mrs. Thompson to explain.

Mrs. Thompson stated that FIS, Financial Information System, this is the software program for our fund accounting, with an associated cost of \$7,177.25. The HR software, for Human Resources, subscription for a total of \$3,962.50. The PR software is for Payroll. Tax Collection costs \$4,084.78. There is also a line for annual postage and forms handling fee, \$9,644.56. Mrs. Thompson explained the majority is postage. We mail 14,632 tax bills between real estate, occupation, and per capita. Total for postage was \$9,244.56, \$400 of that was handling fee, and then there is a line that is listed as tax billing mailers and subscription rate for \$5,845.44. That is the printing of our tax forms by CSIU and getting them prepared.

6. CONSENT - BUDGET AND FINANCE

6.A. 2026-2027 Salary Listing

6.B. 2026-2027 Athletic Salary Listing

6.C. Extra Duties Listing

7. CONSENT - TRANSPORTATION

8. CONSENT - PERSONNEL ITEMS: (ALL PERSONNEL ACTIONS APPROVED BY THE BOARD ARE PENDING REQUIRED DOCUMENTATION INCLUDING THE ACT 168 OF 2014 DISCLOSURE REQUIREMENT: POLICY 304)

9. CONSENT = PERSONNEL - RESIGNATIONS

9.A. Deanna Beech

10. CONSENT - BUILDINGS AND GROUNDS

10.A. East Troy Lease - Troy Boosters and Troy Area School District

11. CONSENT - STUDENT AFFAIRS

11.A. Expulsion of Jr/Sr High School Student

Mr. Schrader made a motion to go to an executive session to discuss this student matter.

AJOURN executive session at 6:22pm to discuss.

Back from executive 6:29pm

12. CONSENT - COMMUNITY RELATIONS

12.A. Memorandum of Understanding between the Troy Area School District and the Bradford-Tioga Head Start, Inc. to promote school readiness to serve children.

12.B. Title III Consortium Memorandum of Understanding

12.C. Donation from Troy Holy Trinity

Thank you - Mr. Schrader

13. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA.

14. APPROVAL OF THE CONSENT AGENDA

Motion to approve the consent agenda. This motion, made by Abramo Capece and seconded by Jolene Smyth, Carried.

Tytus Zimmerman: Absent, David Blair: Yea, Lisa Campbell: Yea, Abramo Capece: Yea, Patricia Holley: Yea, LuAnn Knapp: Yea, Matt Merrick: Yea, Ryan Schrader: Yea, Jolene Smyth: Yea

Yea: 8, Nay: 0, Absent: 1

15. GENERAL BOARD DISCUSSION

Mr. Merrick asked if we would ever consider having graduation outside where everyone can attend.

Mr. Feldmeier stated that we would have to get a lease agreement from Alparon.

Mr. Campbell stated it would take a lot of prep work and a lot of power if we were to hold graduation outside. You would also have to take in account the weather.

Mrs. Smyth thanked Mr. Brion for his report and the much needed changes he has made.
Mrs. Holley stated it is very nice to see the High School administration out greeting students and buses each morning.

16. VISITOR COMMENT AND QUESTION PERIOD ON NON-AGENDA ITEMS

No comments

17. ADJOURMENT

Motion to adjourn the meeting. This motion, made by Abramo Capece and seconded by Lisa Campbell, Carried.

Tytus Zimmerman: Absent, David Blair: Yea, Lisa Campbell: Yea, Abramo Capece: Yea, Patricia Holley: Yea, LuAnn Knapp: Yea, Matt Merrick: Yea, Ryan Schrader: Yea, Jolene Smyth: Yea

Yea: 8, Nay: 0, Absent: 1

Work Session Board Meeting
Tuesday, September 8, 2026 6:00 PM Eastern

District Administration Building
68 Fenner Avenue
Troy, PA 16947

David Blair: Present
Lisa Campbell: Present
Abramo Capece: Present
Patricia Holley: Present
LuAnn Knapp: Present
Matt Merrick: Present
Ryan Schrader: Present
Jolene Smyth: Present
Tytus Zimmerman: Present
Present: 9.

1. MEETING OPENING

1.A. CALL TO ORDER: President, Ryan Schrader

1.B. Pledge of Allegiance

1.C. Moment of Silence

1.D. Roll Call

2. VISITORS COMMENTS ON AGENDA ITEMS

3. SUPERINTENDENT'S REPORT

No report given

4. PROPOSED CONSENT - APPROVAL OF MINUTES

5. PROPOSED CONSENT - FINANCIAL REPORT

Mrs. Smyth asked about the substitute charges that we had already for the start of the school year. She wanted to know if it was typical.

Mrs. Campbell asked if all the bills were on there for this month.

6. PROPOSED CONSENT - BUDGET AND FINANCE

6.A. 2026-2027 Salary Listing

6.B. 2026-2027 Athletic Salary Listing

6.C. Extra Duties Listing

7. PROPOSED CONSENT - TRANSPORTATION

Mrs. Holley asked if this was an item that we were going to approve this meeting because there is a driver that would like to start driving.

Mr. Schrader explained this would be a voting item next week at the regular session.

8. CONSENT - PERSONNEL ITEMS: (All personnel actions approved by the Board are pending required documentation including the Act 168 of 2014 Disclosure requirement: Policy 304)

9. CONSENT - PERSONNEL - RETIREMENTS

9.A. Steve Brion

Mr. Schrader said thanked Mr. Brion for his service to Troy over the years.

Mrs. Smyth stated she always appreciated the graduation and how he has seen the students from Kindergarten through graduation.

10. CONSENT - PERSONNEL - RESIGNATIONS

10.A. Katie Holmes

11. CONSENT - PERSONNEL - PERMANENT PROFESSIONAL CONTRACT

11.A. Permanent Professional Contracts

12. CONSENT - PERSONNEL - CREATE NEW POSITIONS

12.A. Assistant Business Manager

Mr. Feldmeier said this position will oversee transportation and food services department as well as more support for the business office.

Mrs. Campbell asked how many staff will be in the business office?

Mr. Feldmeier said four. Tanya and Kaylene will be doing some reporting for transportation and food services.

13. CONSENT - PERSONNEL - JOB DESCRIPTIONS

13.A. Assistant Business Manager

13.B. Child Accounting/PIMS/Transportation Executive Assistant

Mrs. Smyth said she knows Tanya has done a lot with PowerSchool and if she would be continuing that role?

Mr. Feldmeier said that will stay with Tanya.

14. CONSENT - PERSONNEL - EMPLOYMENTS

14.A. Tanya Mattocks

14.B. Faith Bellinger

14.C. Sarah Watson

14.D. Department Heads

15. PROPOSED CONSENT - COMMUNITY RELATIONS

15.A. Memorandum of Understanding between the Troy Area School District and the Bradford-Tioga Head Start, Inc. to promote school readiness to serve children.

15.B. Title III Consortium Memorandum of Understanding

Mr. Holmes explained Title III money is to help English Language Learners. If you receive under \$20,000, you can't use that money for the district because it's not enough to do all the Federal programming. By joining a consortium we can pool the money together, we can have access to any training in person, or any supports. They will handle any of the reporting requirements.

All the numbers are based on last year's student numbers. We are working on testing, we have about 3 or 4 students.

15.C. Donation from Troy Holy Trinity

16. PROPOSED CONSENT - BUILDINGS AND GROUNDS

16.A. East Troy Lease - Troy Boosters and Troy Area School District

Mrs. Campbell asked if this has been run by our counsel?

Mr. Merrick said they have to extend it that last year so it will be up to them.

Mr. Feldmeier said he is not sure if it has to be one way or another. For a dollar a year, we can get another year of them working on things.

Mr. Merrick stated he felt it was odd we didn't have the option to stop that.

Mr. Feldmeier stated they didn't want to be in mid construction and we stop it. The district and the booster wrote it together and it went back and forth several times.

Mr. Feldmeier said this has been an ongoing conversation and it could be a very good thing.

Mrs. Smyth and Mr. Capece said it would be nice to have something done with that building.

Mr. Feldmeier said this has been an ongoing conversation since he came here. For a dollar a year, they are going to invest in bathroom, concessions, an area for spring sports to use.

17. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA

18. APPROVAL OF THE CONSENT AGENDA

Motion to approve the consent agenda. This motion, made by Abramo Capece and seconded by Patricia Holley, Carried.

David Blair: Yea, Lisa Campbell: Yea, Abramo Capece: Yea, Patricia Holley: Yea, LuAnn Knapp: Yea, Matt Merrick: Yea, Ryan Schrader: Yea, Jolene Smyth: Yea, Tytus Zimmerman: Yea

Yea: 9, Nay: 0

19. GENERAL BOARD DISCUSSION

Mrs. Campbell asked if we could use any of the volunteers in the business office.

Mr. Feldmeier stated that we do have a recent graduate that will be coming in to help in the business office and is already hired through ESS as a sub.

Mrs. Campbell what do they take when we pay our taxes through Wellsboro.

Mr. Feldmeier said he will follow up.

Mrs. Campbell asked what are we paying for the band uniforms. Is it \$15,000 for 3 years? Would like to see at the next budget season she would like to see a breakdown of the students that participate and the what the costs are.

Mr. Feldmeier stated that he has that information from reports that are given to PDE each year. Uniforms are built in building budgets. We have a uniform rotation.

Mrs. Campbell also addressed the potholes at East Troy and the cars that are driving on the grass now to avoid them.

Mr. Campbell said they are working on it.

Mrs. Campbell also asked about the Penelec bills.

Mrs. Thompson said she shared a spreadsheet with Mr. Feldmeier, there has been an increase of \$32,000 over two years. A lot of that is a charge from Penelec, so there isn't much we can control with that.

Mr. Merrick - any feedback on the Nutrition Group?

Mr. Feldmeier said he has heard from a few students that they do like the food. Everything is going well.

20. VISITOR COMMENT AND QUESTION PERIOD ON NON-AGENDA ITEMS

21. ADJOURNMENT

Motion to adjourn the meeting. This motion, made by Lisa Campbell and seconded by Abramo Capece, Carried.

David Blair: Yea, Lisa Campbell: Yea, Abramo Capece: Yea, Patricia Holley: Yea, LuAnn Knapp: Yea, Matt Merrick: Yea, Ryan Schrader: Yea, Jolene Smyth: Yea, Tytus Zimmerman: Yea

Yea: 9, Nay: 0

Service Agreement

This Service Agreement (this "Agreement") is made and entered into by and between Henry Dunn Inc. and the undersigned client ("Employer") below.

Whereas, Client wishes to engage a employee benefits consulting firm to provide ACA reporting;

Whereas, Henry Dunn Inc. provides ACA reporting; which consists of the creation of forms 1094/1095 as required by the Affordable Care Act. Henry Dunn Inc. provides a service to prepare and file Internal Revenue Service reports to document employee and dependent enrollment in employer sponsored health plans as required under Sections 6055 and 6056 of the Internal Revenue Code, enacted by the Patient Protection and Affordable Care Act.

Whereas, Client desires to engage Henry Dunn Inc., and Henry Dunn Inc. wishes to provide to Client, certain ACA reporting services as more particularly described herein, subject to the terms and conditions of this Agreement;

Therefore, in consideration of the mutual agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree to be bound as follows:

Section 1 — Interpretation

1.01 Definitions

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this Agreement, all Schedules attached hereto, and any agreement or schedule supplementing or amending this Agreement. All uses of the words "hereto", "herein", "hereof", "hereby", and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it. References to a Section, Subsection, or Schedule refer to the applicable section, subsection, or schedule of this Agreement;

"Business Day" means any day of the week except Saturday, Sunday, or any statutory or civic holiday observed in the Commonwealth of Pennsylvania;

"including" and "includes" shall be deemed to be followed by the statement "without limitation" and neither of such terms shall be construed to limit any word or statement that it follows to the specific or similar items or matters immediately following it;

"Material Breach" means that either Party is unable or unwilling to perform a function that is material, vital, or fundamental to performing their part of this Agreement, but excluding the circumstances outlined in Subsection 2.04 ("Force Majeure").

"Members" means Client's employees and certain other persons, all as specified in the list of eligible Members specified in Schedule A ("Scope of Services");

"Parties" means Client and Henry Dunn Inc. collectively and "Party" means either one of them;

"Services" means the services specified in Schedule B ("Specification of Services") affixed hereto;

"Term" means the term of this Agreement as specified in Subsection 4.01 ("Term") hereof.

1.02 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement are for convenience only and shall not affect the construction or interpretation hereof.

1.03 Number and Gender

In this Agreement, words in the singular include the plural and vice-versa, and words in one gender include all genders.

1.04 Currency

Unless specified otherwise, all statements of or references to dollar amounts in this Agreement are of or to the lawful money of the United States.

1.05 References to Time

All references to "days", "months", or "years" in this Agreement shall refer to calendar days, calendar months, and calendar years respectively.

Section 2 — Services

2.01 Services to be Provided

During the Term, HDI shall provide the Services, subject to the terms and conditions of this Agreement. The Services shall be applicable only to Members and Benefits Programs that are specified in Schedule A ("Scope of Services").

2.02 Appointment and Powers

Client hereby appoints Henry Dunn Inc. as its representative to provide the Services, with authority to communicate on behalf of Client with insurers and other third-party vendors as required, as is necessary to carry out the Services. Henry Dunn Inc. hereby accepts such appointment on, and subject to, the terms and conditions of this Agreement.

2.03 Additional Services

If the performance of Henry Dunn inc.'s duties and obligations hereunder requires, or if Client requests, any consultation, research, or other services which are not expressly provided for in this Agreement, such additional services shall be provided at additional cost to Client on a time and materials basis as mutually agreed to by the parties.

2.04 Force Majeure

The Parties shall be relieved from its obligations under this Agreement automatically to the extent, and for the period of time, that the Party is prevented from doing so by circumstances beyond its reasonable control. Without limitation, such circumstances shall include acts of nature, acts of god, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the fact, fire, communications line failures, power failures, earthquakes, or other disasters.

2.05 Confidentiality

In its performances of the Services, Henry Dunn inc., its affiliates, or subcontractors may be given, or have access to, the confidential information of Client consisting of the private, nonpublic personal financial and health information of Members, the terms of insurance agreements, health care plan costs, employee contributions, information or data from systems, books or records provided to Henry Dunn Inc. to perform services herein.

Henry Dun Inc. acknowledges and understands that it may have access to protected health information of individuals participating in Client's group health plan(s) during the course of this Agreement, as the term "protected health information" is defined under the Health Insurance Portability and Accountability Act and amendments thereto and regulations promulgated thereunder ("HIPAA"). Henry Dunn Inc. will not use or disclose such PHI other than as required to perform the Services set forth under the Agreement.

In receiving the Services, Client may be given, or have access to, the confidential and proprietary information of Henry Dunn Inc. and its vendors, disclosed orally, in writing or by any other media, which information shall include products, technology, computer programs, manuals, business plans, software, web site content and pass codes, data, documentation and materials and other information of Henry Dunn Inc. or its other vendors, whether received prior to, on or after the date of this Agreement, and whether or not protected by a patent or copyright. Client acknowledges and agrees that all intellectual property, including computer systems and software, developed, or used by Henry Dunn Inc. or its vendors to provide Services shall remain the property of Henry Dunn Inc. or its vendors. Nothing contained in this Agreement shall confer to Client any property rights, proprietary interest, or license in the intellectual property of Henry Dunn Inc. or its vendors.

With regard to the confidential and proprietary information of each of the parties as described above, each party agrees, with regard to the other party's information, to: (a) keep such information confidential and employ the necessary administrative, physical and technical safeguards to secure this information; (b) restrict disclosure of such information solely to its officers, employees, affiliates and agents with a need to know the information for purposes of the business dealings between Client and Henry Dunn Inc.; (c) not reveal to any other person or copy such information without the approval of the disclosing party; and (d) use such information solely for purposes of the business dealings between Client and Henry Dunn Inc. and not in any way directly or indirectly detrimental to the disclosing party.

For purposes of the restrictions set forth in this Section, confidential and proprietary information shall not include the following information: (a) information that is in the public domain; (b) information lawfully obtained from a third party; or (c) information disclosed as required by law, regulation, or administrative body.

2.06 Obligations of Client

Understands and acknowledge that Henry Dunn Inc. shall provide the Services based on information provided to Henry Dunn Inc. by "Client". "Client" is exclusively responsible for

providing Henry Dunn Inc. with accurate and timely information required by Henry Dunn Inc. to perform the Services.

2.07 Subcontracting

After obtaining the written consent of Client, Henry Dunn Inc. may delegate performance of any of its duties, obligations, and responsibilities hereunder to any affiliate, company, firm, or independent contractor, provided however that Henry Dunn Inc. shall not be relieved of any of its duties, obligations, or responsibilities hereunder by use of such affiliates, firms, or independent contractors. Any such affiliates, firms or independent contractors will be bound by the terms of confidentiality in Section 2.05.

Section 3 — Compensation and Taxes

3.01 Consulting and Service Fees

The Fees payable to HDI for the provision of Services under this Agreement shall be as outlined in Schedule C ("fees and charges") affixed hereto.

3.02 Billing and Fee Records

In connection with fees, costs, and disbursements under this Agreement, HDI shall:

- (a) provide annual billing of the agreed fees; equal to 100% of the total annual fees detailed in Schedule "C".
- (b) establish and maintain books of accounts of all reimbursable expenses incurred; and
- (c) maintain invoices, receipts and vouchers for the expenses referred to above, if any.

3.03 Additional Charges

Any services not described in Schedule B ("Specification of Services"), but which are identified by mutual agreement in writing by Henry Dunn Inc. and Client in the course of the provision of Services as necessary will be provided by Henry Dunn Inc. subject to additional terms, including additional fees and charges. If changes in technology or Benefits Programs require changes to the delivery of Services, Henry Dunn Inc. shall be entitled to make an appropriate adjustment to its fees, as mutually agreed by the Parties, for such changes.

3.04 Amendments; Waivers

No waiver or amendment to these Terms shall be valid unless set forth in writing and signed by authorized representative of both parties.

3.05 Compliance with Laws

The parties expressly agree to abide by any and all applicable federal and/or state statutes, rules and regulations applicable to the parties in connection with these Terms.

3.04 Taxes

The fees and other charges provided for in this Agreement do not include applicable Taxes, all of which Taxes as are levied shall be paid by Client. Any future Taxes or increases in existing Taxes shall be the responsibility of and shall be paid by Client and shall not reduce the compensation otherwise payable to Henry Dunn Inc. hereunder.

3.05 Invoicing and Payment

Henry Dunn Inc. shall render an invoice to Client in advance of the Services being performed, unless otherwise agreed by the parties.

Each invoice shall indicate clearly:

- (a) the name of the service provider;
- (b) a description of the Services performed; Client shall pay Henry Dunn Inc. within thirty (30) days of the date of an invoice.

Section 4 — Term and Termination

4.01 Term

This Agreement shall commence as of January 1, 2027, and shall end on December 31, 2027, unless terminated sooner as set forth herein. In addition to the right of each party to terminate this Agreement for Material Breach as set forth in Section 4.05 hereof, this Agreement can be terminated at any time, by either party for convenience, without penalty, upon written notice of no less than ninety (90) days in advance of the date of the termination.

4.02 Renewal

Client may renew this Agreement for a further one (1) year term upon no less than ninety (90) days written notice to Henry Dunn Inc. prior to the expiration of the then current Term. Prior to such renewal, the fees and charges set out in Schedule C ("Fees and Charges") shall be modified in writing as mutually agreed by Client and Henry Dunn Inc.

4.03 Notice of Default

If any Party is in Material Breach of this Agreement, the other Party shall without prejudice to any other rights or remedies it has, give the Party in Material Breach written notice of default in order that the defaulting Party may remedy the breach. Such notice shall identify in reasonable detail the events which the non-defaulting Party believes have occurred and which constitute or evidence a default, the provisions that have not been performed or complied with, and the actions that, in the opinion of the non-defaulting party, would be required to fulfill the requirements of this Agreement and cure the default.

A default shall not be deemed to have occurred unless the non-defaulting Party has given notice as above.

4.04 Remedy Period for Default

Following the date of the receipt of such notice of default, the defaulting party shall have thirty (30) days in which to take the necessary steps to cure its breach or nonperformance. Such 30-day remedy period shall be extended for a period of up to ninety (90) days, or longer if the Parties agree in writing, if:

- (a) the defaulting party is making its best efforts to promptly cure the breach;
- (b) the cure cannot practically be achieved within the thirty (30) day period; and
- (c) the defaulting party gives the non-defaulting party, within the initial thirty (30) day period, written notice of a need for extension and the actions it is taking to cure its breach or nonperformance and the number of days that it will require to cure its breach or nonperformance.

The term "best efforts" as used herein shall mean the application of diligence and resources reasonably necessary to cure the nonperformance in a businesslike fashion, with due regard for the seriousness of the nonperformance and its impact upon the other party and those to whom the other party may have legal or contractual obligations.

The remedy periods as set forth in this Subsection shall not be applicable to the payment of fees and charges under this Agreement. Client shall adhere to the terms of payment set forth in Subsection 3.05 ("Invoicing and Payment").

4.05 Termination for Material Breach

If the defaulting Party fails to cure the Material Breach within the remedy period outlined above, the non-defaulting Party may terminate this Agreement by giving written notice, and the non-defaulting party shall have the right to damages from the defaulting party, subject to the limitations contained in this agreement, including Section 5 ("Liability").

In the event that a Material Breach by Client renders Henry Dunn Inc., in the opinion of Henry Dunn Inc., unable to render part or all of the Services contemplated by this Agreement, Henry Dunn Inc. shall provide notice to Client in writing and thereafter be relieved of any responsibility or liability for its consequent failure to perform and shall have the right to damages for the Material Breach.

4.06 Obligations on Termination

Upon the termination of this Agreement:

- (a) Client shall forthwith pay all the fees and charges which were due and payable prior to the date of termination of Services, with fees prorated for the last month of Services if the termination date occurs before the end of the month;
- (b) Henry Dunn Inc. shall cooperate with Client and the new consulting organization, if any, in a smooth transition of responsibilities.
- (c) Upon Client's written request, Henry Dunn Inc. shall return or destroy all Client information, including detailed claims and enrollment data, in a mutually agreeable format.
- (d) Client agrees to pay to Henry Dunn Inc. for all reasonable fees and costs associated with this transition, upon receipt of an invoice for same.
- (e) All other duties and obligations of the Parties hereunder shall cease on the date of termination, except for obligations of the parties as set forth in Subsections 2.05 ("Confidentiality"), 3.05 ("Invoicing and Payment"), 6.09 ("Governing Law") and 6.15 ("Successors and Assigns") which shall survive expiration or termination of this Agreement.

With respect to the above, Client commits to paying any amounts outstanding on the date of termination, and it is agreed that Henry Dunn Inc. will have no obligations under this Section 4.06 until all sum amounts are paid in full to HDI.

Section 5 — Liability

5.01 Exclusion of Indirect Damages

Notwithstanding any other provisions of these Terms, understand and acknowledge (i) that "Client" shall retain all liability and responsibility under applicable federal and state law, including without limitation, liability under Code Sections 4980H, 6055, 6056, and (ii) that Henry Dunn Inc. does not, by virtue of the Terms, assume any responsibility or liability for any obligations which by law must remain with the "client" as an "applicable large employer".

Any changes in regulations cannot be foreseen and might impact planning or required documentation. We will work with Client should regulation change after the contract has been entered into.

In the instance that a "Client" receives a penalty notice or a notice in reference to the service entered into as described in this contract and for the tax year indicated we will help gather necessary information, correct a form already filed or file a new form as needed. We will also help negotiate and try to mitigate any fines assessed if any.

5.02 Indemnification/Limitation of Liability

"Client" shall indemnify, hold harmless and defend Henry Dunn Inc., it's officers, and employees, from and against any and all liability, loss, damage, claim, cause of action, and expense (including reasonable attorneys' fees) ("Damages") whether or not covered by insurance, caused or asserted to have been caused by, or arising out of, directly or indirectly, or as a result of the performance by "Client" (and/or employees) under these Terms or any information provided by Henry Dunn Inc. or any related agents, employees or contractors.

Henry Dunn Inc. shall indemnify, hold harmless and defend "Client", it officers, and employees from and against any and all Damages, whether or not covered by insurance, caused or asserted to have been caused, directly or indirectly, by or as a result of the performance of any gross negligence or intentional acts by Henry Dunn Inc. and/or it's employees in the performance of it's obligations under these Terms.

Section 6 — General Terms

6.01 Representations and Warranties

Each of the Parties represents and warrants to the other that the execution, delivery, and performance by such Party of this Agreement are within its corporate powers, have been duly authorized by all necessary corporate action and do not contravene its charter or by-laws. Client is signing on behalf of itself, and for the benefit of the Members, and warrants that it has the authority to do so.

6.02 Appointment of Representatives

The Parties shall each appoint a representative with adequate authority and competence to deal with the matters related to this Agreement and the performance of the duties and obligations hereunder.

Until such time as each of the Parties appoints such a representative, the individuals named in Subsection 6.07 ("Notice") shall be deemed to be the representatives of each Party.

6.03 Cooperation

Each of the Parties shall at all times fully, completely, and effectively cooperate with the other in regard to the performance of their respective duties and obligations hereunder.

6.04 No Partnership or Joint Venture

Nothing in this Agreement shall constitute a legal partnership or a joint venture between the Parties.

6.05 No Employment or Fiduciary Relationship

Nothing in this Agreement shall be read to create any employment or fiduciary relationship between HDI and Client. In performing the Services, Henry Dunn Inc. will at all times be an independent contractor.

6.06 No Agency Relationship

Except as specifically authorized in this Agreement, nothing should be read to create any agency relationship between Henry Dunn Inc. and Client and neither Party shall have the right to enter into contracts, or pledge the credit of, or incur expenses or liabilities on behalf of the other party hereof.

6.07 Notice

Any notice, demand, or other communication (in this Subsection, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person during normal business hours on a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
- (b) sent by prepaid first-class mail; or
- (c) sent by facsimile or electronic transmission which produces a paper record, during normal business hours on a Business Day;

in the case of a notice to HDI, addressed to it at:

Henry Dunn Inc.
317 Main Street
Towanda, PA 18848
Attention: Henry E. Dunn
Facsimile No.: 570-265-2033

Each notice sent in accordance with this Subsection shall be deemed to have been received:

- (a) on the day it was delivered by hand;
- (b) on the fifth (5th) Business Day after it was mailed (excluding each Business Day during which there existed any general interruption of postal services due to strike, lockout, or other cause); or
- (c) on the same day that it was sent by electronic transmission, or on the first Business Day thereafter if the day on which it was sent by electronic transmission was not a Business Day or outside of regular business hours.

Any Party may change its address for notice by giving notice to the other Parties as provided in this Subsection.

6.08 Performance on Holidays

If any action is required to be taken pursuant to this Agreement on or by a specified date that is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

6.09 Governing Law

This Agreement shall be governed by, interpreted, and enforced in accordance with the laws in force in the Commonwealth of Pennsylvania.

6.10 Entire Agreement

This Agreement, together with any Schedules attached hereto, which Schedules are incorporated herein by reference, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, proposals, presentations, negotiations, discussions and understandings, written or oral, between the Parties. There are no representations, warranties, conditions, other agreements, or acknowledgments, whether direct or collateral, express or implied, that form part of or affect this Agreement.

The execution of this Agreement has not been induced by, nor do either of the Parties rely upon or regard as material, any representations, warranties, conditions, other agreements, or acknowledgments not expressly made in this Agreement or in the schedules hereto.

6.11 Invalidity

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed here from, and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable.

6.12 Further Assurances

Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.

6.13 Amendment

This Agreement may be amended or supplemented only by a written agreement signed by each Party.

6.14 Waiver of Rights

No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any

such right shall preclude any other or further exercise of such right or the exercise of any other right.

6.15 Successors and Assigns

This Agreement may not be transferred or assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, HDI may transfer or assign this Agreement, without such consent, to a successor by merger, acquisition or corporate reorganization.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

Troy Area School District

Henry Dunn Inc.

By: _____
Authorized Signing Officer

By: _____
Authorize Signing Officer

Schedule A — Scope of Services

This Agreement shall apply to Employees and Services specified below.

- “Employees” employed by the client during the calendar year specified in this contract.
- “Services” Henry Dunn Inc. will request all necessary data required by both the client’s payroll vendor and Highmark BCBS.
 - Review data for accuracy, prepare data for creation of Form 1094-B/C or 1095-B/C.
 - Electronically file 1094-B/C with the IRS
 - Create 1095-B/C to be mailed or distributed to Employees

Schedule B — Specification of Services

The following services will be provided by HDI under this Agreement:

- We will be the primary contact for Client in gathering information, verifying data, and filing forms according to IRS code(s) 6055/6056.
- Request Employee Census including dependent information if needed.
- We will request MEC report from Highmark.
- We will request from Client or pull directly from payroll vendor if accessible any necessary ACA reports or payroll data including plan costs and deductions as necessary.
- We will review data received and configure it according to the requirements of the vendor software.
- Henry Dunn Inc. will send final data for review to the client for approval.
- Upon approval Henry Dunn Inc. will submit approved data for creation of forms 1094/1095.
- Any corrections to forms that have already been transmitted, will be made upon request, and submitted accordingly to the IRS and the Employee or their Dependent.

Schedule C — Fees and Charges

ACA Reporting Services

Based on the information provided to Henry Dunn Inc. and the service configuration outlined in Schedule B ("Specification of Services") of this Agreement, HDI fees are as follows:

Pricing is based on the number of forms generated. We have estimated your fee based on prior year filing.

Troy Area School District \$ 3,000 for 2026 ACA reporting of forms 1094/1095
--

*If there is a significant change in the number of forms, there may need to be an adjustment to the fee, but we do not anticipate that. It would be communicated in advance and agreed upon by both parties.

TROY AREA SCHOOL DISTRICT
BUSINESS ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), entered into on _____, is between the TROY AREA SCHOOL DISTRICT ("District") and **Alexis Devine** ("Business Administrator").

BACKGROUND. The Board of School Directors ("Board") of the Troy Area School District at a specially scheduled public meeting, duly and properly held on _____, appointed **Alexis Devine** as Business Administrator, in accordance with Sections 1089 and 433 of the Pennsylvania Public School Code of 1949, as amended ("Public School Code") for a term of four (4) years. Further, the Board, at the same specially scheduled public meeting, approved this Agreement. The District and the Business Administrator, intending to be legally bound, have therefore entered into this Agreement and agree as follows:

1. **Term of Employment.** The TASD does hereby appoint and employ **Alexis Devine** for a term of three (3) years commencing on _____, and shall continue until June 30, 2029. This Agreement shall terminate on June 30, 2029, unless the Agreement is renewed for an additional term prior to its termination date. The Business Administrator's work-year shall consist of 260 scheduled workdays each year. Any days beyond the contracted 260 workdays, due to the fiscal calendar as determined by Business Administrator and Superintendent, will be allocated as a paid Flex Day.

The Business Administrator accepts such appointment and employment under the terms and conditions of this Agreement.

2. **Professional Certification and Duties.**

- a. During the term of this Agreement, Alexis Devine agrees to serve as the Business Administrator for the District and to perform the duties of Business Administrator (such as assist, supervise and evaluate business office staff and conduct general supervision of business affairs) in a competent and professional manner in accordance with the laws and regulations of the Commonwealth of Pennsylvania, the policies of the District and the policies and regulations of the Board.
- b. The Business Administrator will work at the direction of the Board and the District Superintendent. In addition to all other responsibilities, the Business Administrator will attend all regular board meetings and special committee meetings as designated by the Board and Superintendent and serve as an advisor to said committees and/or Superintendent.
- c. The Business Administrator covenants that she possesses all of the qualifications that are required by law to serve as Business Administrator. The Business Administrator agrees to maintain,

throughout the term of this Agreement, any credentials as may be required by applicable laws and regulations to serve in the position as Business Administrator and to present same to the Board of School Directors.

3. Work Year.

- a. Business Administrator will be bound by the 260-day work schedule beginning July 1 of each year and ending June 30th of year. Any days beyond the contracted 260 workdays, due to the fiscal calendar as determined by Business Administrator and Superintendent, will be allocated as a paid Flex Day.
- b. The Business Administrator shall be granted the following paid holidays (in accordance with the Act 93 Agreement)
 - i. New Year's Eve Day
 - ii. New Year's Day
 - iii. Martin Luther King, Jr. Day Memorial Day
 - iv. Independence Day
 - v. Labor Day
 - vi. Thanksgiving Day
 - vii. Day after Thanksgiving
 - viii. Christmas Eve Day
 - ix. Christmas Day
 - x. Good Friday

4. Compensation.

- a. As compensation for Business Administrator's services and performance of his obligations under this Agreement, the District shall pay to Business Administrator an annual salary in the amount of ninety-nine thousand dollars (\$99,000) for the 2026-2027 school year (the "Base Salary").
- b. In accordance with this Agreement, the Board in consultation with the District Superintendent, shall evaluate the performance of the Business Administrator pursuant to the evaluation section of this Agreement. Effective _____ and effective on July 1 of each year thereafter, the Business Administrator shall be entitled to an increase in his salary as follows:

i. 2027-2028 ~ 3%

ii. 2028-2029 ~ 3%

5. Benefits. Business Administrator shall receive all benefits provided to other administrative personnel of the TASD in the Act 93 contract, not otherwise enumerated in this Agreement, including but not limited to hospitalization, medical, disability, retirement severance, health examination and life insurance. Nothing contained herein shall preclude the TASD from providing additional benefits for Business Administrator as may be agreed between the parties.

a. Vacation Business Administrator shall receive twenty-five (25) days of vacation annually, exclusive of legal holidays. If the Business Manager leaves the employment of TASD during the school year, credited days for that year will be allocated on a pro-rated basis between July 1-June 30 based on actual days worked. Business Administrator may carry over vacation up to a maximum of five (5) vacation days from their previous year. Any additional days may be converted to sick days. Business Administrator may submit a request, between May 1 and June 30, to be compensated for up to five (5) unused vacation days from the prior year, which will be paid at that current year's salary per diem rate.

b. Sick Leave Business Administrator shall be entitled to twelve (12) days sick leave annually. Unused sick leave days shall be cumulative and may be supplemented at the discretion of the TASD. The unused portion of such allowance shall accumulate from year to year without limitation.

c. Personal Days: The Business Administrator shall follow the Act 93 agreement as follows:

1. Business Manager will be granted three (3) personal days per year.

2. Personal days may be accumulated to an unlimited number.

3. With the accumulation of 100 sick days an extra one (1) personal day will be granted with the possible maximum personal days will be no more than 4 per year

4. Vacation/Personal days used consecutively, while students are present, in the excess of three (3) days must be approved by the Superintendent.

d. Health/Dental and Vision Insurance. Business Administrator will be afforded the same

health benefit options as the TAEA and will make a premium contribution based on the current, board approved premium sharing options. Any changes made to the TAEA contract will be reflected during the term of this contract.

The District is a member of the Northern Tier Insurance Consortium (NTIC). The District shall provide insurance plans to the employees through NTIC.

The District shall offer the HDHP-1 Plan. Employees will be given the opportunity to elect their coverage option once during the plan year (July 1 through June 30). An open enrollment period will be provided once per Plan Year for the employee to select or decline coverage for the next 12-month period. This coverage decision cannot be changed until the next open enrollment period unless the employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code.

The medical plans offered through this agreement are a contract between the district and the NITC and its Third-Party Administrator. No dispute over a claim for any benefits extended through this agreement's health care clause shall be subject to the grievance procedure established in this collective bargaining agreement. The parties agree that the terms of the coverage within a particular plan are solely within the discretion of the carrier and that those terms will be accepted as they may be changed.

HDHP-1: The high deductible health care plan includes (for the single coverage) a deductible of one thousand two hundred fifty dollars (\$1,250) and a total out-of-pocket maximum of two thousand dollars (\$2000). The plan also includes (for the non-single coverage) a deductible of two thousand five hundred dollars (\$2,500) and a total out-of-pocket maximum of four thousand dollars (\$4000). In each case the deductible amount is included as part of the out-of-pocket maximum amount.

Premium Share

HDHO-1 Single Coverage: All bargaining unit members will be responsible for paying a premium share of one thousand dollars (\$1000) per year. The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care cost during the previous year, plus any additional premium share increase for the current year, the amount not to exceed the current year premium share

2026/2027 - \$1,600/year

HDHP-1 Non-Single Coverage: All bargaining unit members will be responsible for paying a premium share as listed below. The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA is used to pay for health care cost during the previous year, the amount not to exceed the current year premium share.

2026-2027 \$3,000/year

No premium co-pay shall apply to retirees, except as show in IV.F

The employee premium share shall be based on the coverage that the member is enrolled in on July 1st and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

HRA - The employer agrees to provide a prepaid Health Reimbursement Account (HRA) of two thousand dollars (\$2000) each day one of each plan year for each member of the bargaining unit who chooses the single coverage plan.

The employer agrees to provide a prepaid HRA of four thousand dollars (\$4000) each day one of each plan year for each member of the bargaining unit who chooses any of the non-single coverage options.

In each of the above cases (single or non-single coverage) the bargaining unit member shall have access to the HRA on day one of each plan year. The employer contribution of the HRA (\$2,000 or \$4,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to the I.R.S. section 125 qualifying events.

Late Arriving Bills - it may be possible that the employer will not have access to all health care cost incurred by the employee at the time the employee's premium share is set. Both parties agree that the costs incurred and listed by the HRA Administrator as of June 30th each year will be used for determining the premium share for the subsequent year. If the employer is notified of additional costs incurred by the employee after the employee's premium share has been set, the employer shall notify the employee at least one paycheck in advance of the issue and the new premium share.

Incorrect Usage - It may be possible that the HRA is used to pay for a procedure not covered by the health care plan. If this is the case, the employee will be notified of the incorrect usage and the employee will have one (1) month to present a repayment plan to the employer for the amount. The plan shall both repay the employer in a timely manner and be affordable to the employee.

Once the plan is agreed to the employer shall reimburse the HRA the amount incorrectly spent. If the plan is not agreed to within one month the employer may stop usage of the HRA.

Employees are responsible for understanding the risks and benefits of an HRA. The District will pay all administrative and debit card fees for the employee's HRA. The School District reserves the right to change the administrator of the plan at any time.

Both parties recognize that billing adjustments may cause discrepancies with HRA accounts. The parties agree that should an overpayment check be received it must be submitted to the Troy Area School District Business Office within fifteen (15) business days of receipt in order to be deposited into the member HRA account. The parties agree that should a member use the HRA funds for ineligible expenses, the member shall reimburse the District within thirty (30) calendar days of notification. The District agrees that should billing and claim adjustments result in insufficient HRA funds and eligible medical expenses are owed, the District may, if requested, financially assist Association members in an attempt to prevent members from being financially

harmed; and the Association recognizes that all financial assistance is temporary and that no member will benefit financially from any such assistance. Should the District be able to show that a member should not have received the financial assistance referenced above, or that the member benefitted financially from the assistance, the Association agrees the member shall reimburse the District within thirty (30) calendar days of notification. The Association further agrees the District retains all rights of the law to take action to make it whole.

The Troy Area School District Board of Education agrees to cover the employee, spouse and dependent children. Whereas, in a case of both husband and wife being employed within the Troy Area School District, one plan coverage will be purchased. The coverage will be subscribed on the employee with the greater seniority. Should the employee elect not to take the coverage, the purchase price would be canceled. All employees shall be covered under the same group policy.

The Board agrees to maintain the present carrier for continuation of the same hospitalization plan in effect, and the Board will cover any increase in costs for the program during the life of the contract. The plan shall be extended to provide coverage for dependent children to age 26.

It is agreed that the present carrier for health and dental insurance for those who select it, shall continue for the term of this contract except, should a joint committee of the Association and Board mutually select another carrier to provide the same or better coverage/benefits at a savings to the district, the carrier(s) may be changed, provided both the Association and Board ratifies any proposed change.

Said joint committee shall consist of four (4) Association representatives and four (4) Board representatives and will meet at the request of either party to consider changing insurance carriers. Such meeting of the joint committee shall take place within thirty (30) days of the initial request. It is understood that this committee will meet only to discuss and/or recommend, upon mutual agreement, the selection of another insurance carrier(s). Such change in carrier(s) may only take place upon ratification of the Association and the Board.

All employees shall continue to be covered by the dental plan. The Troy Area School District Board of Education shall provide all benefits, coverage, and services that are provided for and stated in the carrier's handbook of services.

1. Employee dental coverage: \$2000 annual maximum.
2. Vision Insurance: The parties shall form a committee of two members each to search for and recommend to the parties a carrier and vision insurance plan that the employees may purchase through the District with payroll deduction. When such a carrier and plan are found, each party shall hold a ratification to include the language in this agreement.
3. Health Insurance Waiver
 - a. Participation, which will be entirely voluntary, involves waiving use of the School District's health insurance plan in exchange for monetary compensation.
 - b. A participating employee shall receive annual compensation in the amount of Three Thousand (\$3,000) in the form of two separate payments of one thousand five hundred dollars (\$1,500) each, so long as the participating employee is an active employee at the time payment is due.

Should more than eight (8) bargaining unit members utilize this section the yearly amount shall increase to four thousand five hundred dollars (\$4,500).

Should more than ten (10) bargaining unit members utilize this section the yearly amount shall increase to five thousand five hundred dollars (\$5,500).
 - c. Married couples employed by the District are not eligible to participate.
 - d. It is the responsibility of the employee to notify the School District through its Business Office each year of the employee's intent to waive the School District's health plan insurance benefits and participate in the buy-out. Participating employees must also provide written proof of medical insurance by the specified date each year.
 - e. A participating employee has the right to re-enroll in the health insurance plan at the next annual enrollment period unless there is a "life-changing event", which is defined as one or more of the following:
 - i. Marriage, divorce or legal separation of the employee
 - ii. Death of employee's spouse or children
 - iii. Birth or adoption of a child(ren) by employee or spouse, change in number of dependents
 - iv. Loss (voluntary or involuntary) of job by spouse
 - v. Changes in employment status from full-time to part-time or vice versa for employee or spouse
 - vi. Change in spouse's health insurance coverage which results in a loss of major benefits

vu. Spouse becomes Medicare eligible

- f. In the event of a "life-changing event" as verified or confirmed by the District and upon written notification to the District and in compliance with the health insurance plan and applicable IRS regulations, reinstatement of the employee in the School District's health plan will occur immediately.

- e. **Life insurance.** A term life insurance policy in the amount of \$100,000 will be purchased by the district, on behalf of the Business Administrator, on an annual basis throughout the term of this contract.
- f. **Bereavement Leave.** The Business Administrator shall be entitled to five (5) days of bereavement for a death of an immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days. The Superintendent/Board of Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, niece, nephew (children of a sibling), grandparent, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home. Bereavement days must be used within two (2) weeks of the death and/or funeral/celebration of life.

When the Business Manager shall be absent due to a death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral with additional days for out of state travel with the approval of the Superintendent. The Board of Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as any additional relative identified as such in Section 1154 of the Pennsylvania School Code and not specifically included herein as an immediate family member.

- g. **403-b Contribution.** The Board shall provide for the creation of a deferred compensation plan 403(b) for the Business Administrator. Each year during the term of this agreement, the board shall match the employee's contribution up to 2% of the employee's base annual compensation. Base compensation will be calculated on July 1, every year of this agreement.

Annual district compensation payment will be no later than June 15 each year. If an employee leaves during the course of a contracted year, that employee will receive the matched amount up to the date of resignation.

- h. **Retirement.** The Business Administrator will follow the TAEA retirement contract language as stated below. Any changes made to the TAEA contract will be reflected during the term of this contract.

The retirement reimbursement for unused days will be paid within thirty (30) days after the employee submits proof of permanent retirement to the Business Office.

If an employee dies while in service, the beneficiary would receive his or her appropriate sum calculated. The beneficiary shall be the employee's PSERS beneficiary, or as otherwise stated in writing by the employee. Supporting PSERS documentation which includes the listed Beneficiary(s) shall be submitted to the Business Office prior to payment.

Upon retirement up to 300 sick leave and personal days combined will be reimbursed at a rate of \$150/day.

- i. **Waiver of tuition:** The Board will permit any child of the Business Administrator to attend Troy Area School District without any requirement of tuition payments regardless of whether the Business Administrator resides within the boundaries of the District.

6. Retirement Insurance. After ten (10) consecutive years of full-time service in the Troy Area School District, the Business Administrator is eligible, and at the time of retirement, the employee may select the Troy Area School District paid insurance retirement plan as an eligible employee, as outlined below:

Upon retirement from the Troy Area School District, an eligible employee shall have the option of continuing current medical and/or dental insurance coverage as provided in the collective bargaining agreement and all improvements thereto as contained in subsequent agreements. Any changes made to the TAEA contract will be reflected during the term of this contract.

- a. If the insurance is elected by the employee, the district shall set aside a monetary credit in the amount equal to one and one-half (1 ½) of the retiring professional's highest year's salary that has been earned by the employee. Retirees who qualify for and receive the PSERS premium assistance shall be charged that amount, (currently \$100 per month). That amount shall be credited to the retiree's escrow account for health insurance. The district shall send to all current retirees the proper PSERS forms for them to obtain the PSERS premium assistance. The monetary credit shall be used to purchase health insurance for the employee only. Retired employees desiring to purchase health insurance for an eligible spouse or dependent may do so but may not use monies from the escrow account.
- b. If this option is not elected by the employee at the time of retirement, there shall be no entry by employee, spouse or other dependents at a later date, except an employee, may obtain coverage for the employee, spouse or other dependents by paying the then current premium to

the district as eligible under state and/or federal laws.

The monetary credit may be used by the employee if they are currently covered by the school's insurance plan. When the monetary credit is exhausted, the insured employee will be required to pay the then current premiums or to drop coverage.

If the Troy Area School District retiree takes employment elsewhere and is thereby covered by another plan, the district will no longer be obligated to provide coverage to the retired employee, nor spouse or other dependents; unless the retiree, is eligible, under state and/or federal law, to continue coverage. If eligible to continue coverage, the retiree, and by extension spouse or other dependent, may do so by paying the then current premium to the district.

Death Provision. If the employee dies before reaching eligibility for Medicare the unused monetary credit will revert to the district. In all cases the district will have control and use of all monetary credit invested in this program.

7. **Travel Accident Policy.** Business Administrator shall be covered, at the expense of TASD, by a \$50,000 travel accident policy while traveling on school business.

8. **Professional Growth and Improvement.** District encourages the continuing of professional growth of the Business Administrator through his/her participation, as he/she might determine in light of his/her responsibilities as Business Administrator in:

- a. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- b. Seminars and courses offered by public and private educational institutions; and business management course or seminars;
- c. Informational meetings with another person whose particular skills or backgrounds would serve to improve the capacity of the Business Administrator to perform his/her professional responsibilities for the District.
- d. Participation in social clubs and organizations, such as Rotary and Chamber of Commerce.

In its encouragement of professional development, District shall permit a reasonable amount of release time for Business Administrator to attend to such matters and pay for the necessary

membership, tuition, travel and subsistence expenses within the line item provided for such expenses within the Districts' budget.

9. Professional Reimbursement.

a. T ASD shall pay for the cost of college credits for the professional growth of the Business Administrator which have been approved in advance by the Superintendent. Such reimbursement must be returned to T ASD if the credit(s) should NOT be satisfactorily completed, or the Business Administrator leaves employment with the T ASD over the course of time credits were accrued. The employee must remain employed by the district for each year courses were reimbursed. Therefore, if an employee was reimbursed up to the maximum amount of credits for one school year, that employee must remain an employee a full year after completion of those courses. Additionally, if an employee receives reimbursement for three years, said employee must remain with the district as an employee for three years following completion of coursework. Each year leaving will result in either a deduction from a final pay or reimbursement from the employee, unless waived by the Board of Education on a case-by-case basis. This provision does not apply if the Business Administrator's departure is due to the contract not being renewed by the T ASD.

b. T ASD shall pay directly, or reimburse the Business Administrator for payment of membership fees, and other costs for service or community organizations, including the annual membership dues for the Association of School Business Officials International, the Pennsylvania Association of School Business Officials and any other professional groups, membership in which the Business Administrator feels it is necessary to maintain and improve his/her professional skills, as permitted by state law and at the discretion of the T ASD.

10. Employment Expenses. Board shall provide Business Administrator, in the performance of his duties during the term of this Agreement, a mileage allowance of the IRS rate.

11. Formal Written Assessment of Performance.

a. No later than June 30 of each year under this Agreement, or such other time as mutually agreed by the parties, the Superintendent shall evaluate, in writing, the performance of Business Administrator. Said performance assessment selected shall (i) include a self-assessment by Business Administrator, (ii) as assessment by the District Superintendent and (iii) consider input and feedback from the Board. In the event the Superintendent, in

consultation with the Board, determines that the performance of Business Administrator is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, the specific instances of unsatisfactory performance. A copy of the written evaluation shall be delivered to the Business Administrator. Business Administrator shall have the right to make a written response to the evaluation. The evaluation by the Superintendent and Business Administrator's response(s) shall be private and confidential.

b. The Superintendent shall provide Business Administrator with periodic opportunities to discuss Superintendent/Business Administrator relationships/job responsibilities.

12. Termination of Agreement. This Agreement may be terminated by Business Administrator upon any of the following events

- a. Mutual agreement of Business Administrator and Board;
- b. Retirement of Business Administrator following the PSERS retirement benefits; or
- c. Resignation of Business Administrator. Business Administrator may resign from the District by providing the Board and Superintendent notice of such intention to resign sixty (60) days prior to the effective date of such resignation.

13. Reappointment. If, at any time, the Superintendent or Board decides that (s)he/it does not desire to renew the contract of the Business Administrator for another term, the T ASD shall notify Alexis Devine in writing by mail, no later than 150 days prior to the final day of this Agreement, of the Board of Directors' intent not to reappoint her. Should Alexis Devine not be so notified, she shall be reappointed at the next regular business Board meeting following the first day of the final year of the Agreement for a term of year(s) not less than the length of the expiring term, and the terms and conditions of this Agreement shall be incorporated into a successor Agreement unless mutually agreed otherwise by the T ASD and Alexis Devine.

14. Professional Liability.

a. The Board shall defend, hold harmless, and indemnify Business Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Business Administrator in her individual capacity, or in his official capacity as agent and employee of the School District, provided the incident arose while Business Administrator reasonably believed he/she was acting within the scope of his/her employment and provided that Business Administrator has not committed an unauthorized, criminal, willful or intentional act causing such incident.

b. If, after first consulting with the Board, and/or its counsel, Business Administrator is able to demonstrate that a reasonable basis of conflict exists regarding

the defense of a qualified claim, as above provided, between the legal position of Business Administrator and the legal position of the District, Business Administrator may engage private counsel upon further written notice to the Board, in which event the Board, shall indemnify Business Administrator.

c. The provisions of this section shall not limit the rights and obligations of Business Administrator pursuant to the provisions of the Political Subdivision Tort Claims Act.

15. Modifications. No waiver, change or modification of any of the terms of this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

16. Waiver of Breach. The waiver by the District of due performance of or compliance with any provisions of this Agreement by Business Administrator shall not operate or be construed as a waiver of due performance or compliance by Business Administrator thereafter.

17. Severability. If any provision of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement.

18. Heading: The headings in this Agreement are for convenience only and shall not be considered as part of this Agreement.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, School District and Business Administrator have signed this Agreement this _____ day of _____ 2026.

Board Secretary

Board President

Witness

Business Administrator



PARTNERSHIP AGREEMENT BETWEEN KEYSTONE/RED ROCK JOB CORPS & TROY AREA SCHOOL DISTRICT

This agreement is made and entered into by and between Adams & Associates of Nevada through Job Corps Programs located at both the Keystone and Red Rock Job Corps Centers, herein call “KJCC/RRJC”, which operates under the US Department of Labor Contract No. DOL-ETA-1605JE-21-C-003, and the **Troy Area** School District.

WHEREAS, the parties here to wish to unite efforts to expand the education and training options and opportunities available to their respective students to the maximum extent possible, consistent with applicable laws and contractual guidelines.

NOW THEREFORE, the parties agree as follows:

1. The attending public school students must meet all Job Corps eligibility requirements to apply for enrollment in the KJCC/RRJC as residential or non-residential students.
2. The attending public school students require additional education, career and technical training and/or workforce preparation skills to be able to obtain and retain employment that leads to economic self-sufficiency.
3. Once enrolled, Job Corps will provide the students with all required components of the Job Corps program to include, but not be limited to:
 - Career Preparation, occupational exploration and career planning.
 - Year-round enrollment and participation.
 - All Job Corps required class work to satisfy US Department of Labor (USDOL) education and training outcomes to include academic training that supports the attainment of a HSE/HSD and Career Technical Training in one of the offerings provided at the Job Corps Center location in which the student is enrolled.
 - Evaluations of Student Progress and Career Pathway planning and support.
 - Participation in social, health & wellness and employability skill training programs.
 - All Job Corps required counseling, medical services, employment preparation and student services.
 - Career Transition Readiness services to support a successful transition from the Job Corps program to a career or continued education/training placement.
4. The parties will cooperate and coordinate their activities and services to provide students with support to the best of their ability and within their respective fiscal, legal or contractual abilities.

5. The parties agree to provide these services to enrolled students at no cost to the student or either party. It is understood and agreed to that neither party shall be responsible for costs or expenditures incurred by the other in conduct of this agreement.
6. Each party will identify a qualified staff member(s) from their respective organization to be the point of contact for this agreement.
7. Enrolled students will follow the Job Corps training calendar in regard to training and non-training days.
8. The determination of KJCC/RRJC related course completions shall be the responsibility of the KJCC/RRJC. Job Corps completion credits/information will be provided to **Troy Area** School District for review.
9. The determination of high school credit shall be the responsibility of **Troy Area** School District. If the combination of **Troy Area** School District credits and Job Corps completion credits meet the HSD criteria established by **Troy Area** School District, the student will be granted a **Troy Area** School District Diploma.
10. Similarly, if a student obtains their HiSET completion/diploma or Penn Foster On-Line High School Diploma while enrolled in Job Corps the **Troy Area** School District will accept this as the equivalent of **Troy Area** District High School completion and the student will be granted a **Troy Area** School District Diploma. Note: The Penn Foster credits are listed at the conclusion of this document.
11. Outreach and admissions presentations, meetings and related activities will be arranged at **Troy Area** School District on an ongoing basis to evaluate candidates for enrollment. These activities will include representatives from KJCC/RRJC, attending public school representative and students and may also include parent(s) and/or guardian(s).
12. KJCC/RRJC will inform **Troy Area** School District of any change in enrollment status for any attending public school students enrolled.
13. Written Changes Only: This agreement shall not be amended or modified unless agreed upon by both parties.
14. Non-assignment: The obligations of **Troy Area** School District hereunder may not be assigned nor transferred in any manner whatsoever without Company approval; neither are such obligations subject to involuntary alienation, assignment, nor transfer.
15. Entire Agreement: This agreement represents the entire existing Agreement between the parties hereto concerning their respective participation in the agreement and the exchange of proprietary data pursuant thereto, and this agreement supersedes any and all other prior or contemporaneous agreement written, oral or otherwise relating thereto between the parties.
16. The parties mutually agree to comply with all applicable state and federal discrimination laws.

Eligibility Requirements for Job Corps

- Is 16-24 years of age. Age requirements waived for applicants over 24 with disabilities.
- Meets enrollment income eligibility requirements.
- Requires additional education: The individual requires additional education, career and technical training, or workforce preparation skills to be able to obtain and retain employment that leads to economic self-sufficiency.
- Is a US Citizen, US National, legal resident, permanent resident alien or other lawfully admitted alien.
- Is not on supervised probation, parole, restitution over \$500 or have open cases.
- Has signed parental consent if under 18.
- Is free of serious medical or behavioral problems that would preclude program benefit.
- Has the motivation and capability to succeed at KJCC/RRJC
- Agrees and will abide by the KJCC/RRJC Zero Tolerance for Drugs & Violence Policy

High School Responsibilities

The **Troy Area** School District coordinators will also provide support to enrolled students enrolled at KJCC/RJCC as follows:

- Students will have an assigned school counselor, designated by the Principal of the applicable High School of the attending public high school, in addition to their KJCC/RRJC career counselor and career transition counselor to assist with transitional issues.
- The school system will provide the opportunity for these students to participate in school activities including proms, graduation pictures, or other activities in accordance with Board of School Directors' policies and procedures. This would not include interscholastic sports due to transportation and time restraints.

Job Corps Responsibilities

- Provide updates to **Troy Area** School District on student progress.
- Provide students with the full range of Job Corps Services.
- Provide students the opportunity to engage in all learning enrichment activities offered outside of the standard training day.

Program Completion – Post High School Graduates

- KJCC/RRJC will provide written documentation to the school verifying student's Career Technical Training completion from the Job Corps program.
- KJCC/RRJC will provide **Troy Area** School District an official copy of the HiSET completion scores/diploma or Penn Foster On-Line High School Diploma.
- The **Troy Area** will provide an official copy of diploma and transcript to the KJCC/RRJC validating that the student has been granted a High School Diploma.
- Students participating will not be eligible to receive their diploma before the year of their anticipated graduation.

Penn Foster Credits

- Orientation (.5 Credits)
- Digital Citizenship (.5 Credits)
- Human Relations (1 Credit)
- English Language Arts (1 Credit)
- Pre-Algebra (1 Credit)
- Fitness & Nutrition (1 Credit)
- American History (1 Credit)
- English Language Arts 2 (1 Credit)
- Algebra 1 (1 Credit)
- Earth Science (1 Credit)
- Civics (1 Credit)
- English Language Arts 3 (1 Credit)
- Biology & Lab (1 Credit)
- Geometry (1 Credit)
- World History (1 Credit)
- Physical Science (1 Credit)
- English Language Arts 4 (1 Credit)
- Art Appreciation (1 Credit)
- Business Math (1 Elective Credit)
- Electives (4 Credits)

NOTICES

All notices to the KJCC/RRJC shall be addressed to:

Kelly King, Executive Director
Keystone Job Corps Center
235 West Foothills Dr
Drums, PA 18222

All notices to **Troy Area** School District shall be addressed to:

Brad Feldmeier, Superintendent
Troy Area School District
66 Fenner Avenue
Troy, PA 16947

Upon thirty (30) days written notice to the other, either party may terminate this agreement. If any changes to name(s) or role(s) for each party included should occur, this agreement will need to be amended or considered null and void.

This agreement shall be for a term commencing on July 1, 2026 and expiring on June 30, 2027, unless earlier terminated or extended as provided herein.

Attending Public School:
Troy Area School District

Brad Feldmeier, Superintendent

Date

Keystone/Red Rock Job Corps:

Kelly King, Executive Director

Date

FACILITIES USE AGREEMENT

LICENSE FOR THE USE OF FACILITIES AND/OR PROVISION OF SERVICES

This agreement is made between COMMONWEALTH UNIVERSITY OF PENNSYLVANIA of the State System of Higher Education (hereinafter University), an institution of higher education and government instrumentality existing pursuant to Act 1982-188, 24 P.S. § 20-2001-A, et seq., with three campuses located at 400 E. Second Street, Bloomsburg, PA 17815,

And

Troy Area High School

(hereinafter User), located at **150 High St, Troy, PA 16947**

The University and the User, intending to be legally bound by this contract, agree that the University will provide the services and/or use of facilities described in the riders, attached hereto and incorporated herein as follows:

Rider A.	Terms and Conditions	6 pages
Rider B. & C.	Required Clauses	2 pages

The User agrees to comply with all terms and conditions of the above-mentioned riders.

SIGNED FOR THE UNIVERSITY

SIGNED FOR THE USER

By: _____
Dr. Gretchen Sechrist (Date)
Interim Vice Provost/Dean UG Ed, Campus Administrator
Mansfield Campus

Lyle Wesneski (Date)
Athletic Director

Email lwesneski@troyareasd.org

If the User is an unincorporated association, then provide the name, address and telephone number of the User's president or highest executive officer.

_____ Name (Printed)	_____ Address	() _____ Phone
-------------------------	------------------	--------------------

RIDER A

TERMS AND CONDITIONS

I. Facility use (Place N/A in any space which is inapplicable to this agreement)

1.1 Name and location of facility* (include floor, room number, etc.):

**Van Norman Field
Van Norman Fieldhouse football locker room
Decker Gymnasium locker room**

*The University reserves the right to make changes in facility assignments to accommodate enrollment changes within individual workshops and events or other University needs.

1.2 Purpose for which facility is to be used:

PIAA playoff football games

1.3 Date(s) and time(s) of use (beginning and end times):

**November 1 – December 31, 2026. Specific dates/times TBD as needed.
Tentative scheduled dates: November 6 and November 13, 2026.**

1.4 a. If cost is determined other than on a per day basis check here ☒, and fill out Paragraph 2.3 below.

b. Cost per day \$700 No. of days TBD Total Cost TBD

1.5 Cost per program participant _____ No. of participants _____
Total Cost: _____

1.6 Other Charges (damage deposits, etc.): _____

1.7 Total amount due to University: \$

1.8 Janitorial services will not be provided unless there is a specific statement to that effect in Section II of this contract, below.

II. Provision of Services. The University will provide the services described below:

2.1 Term of agreement (or specific dates and times):

2.2 Nature of Services:

2.3 If billing is to be determined by amount and/or type of service use, provide details in this space.

**Rental Cost \$700/day
Stadium lights \$30/hour x 4 hours = \$120/game
OT police support at \$73/hour x 4 hours = \$292/game
Administrative fee \$250/day
ESTIMATED TOTAL PER GAME: \$1362**

- 2.4 It is further understood that the User will provide or do the following:
- All game personnel (chain gang, scoreboard operator, play clock operator, PA announcer, statisticians)
 - Ticket sales
 - Athletic training/medical coverage
 - Concessions will be managed by Commonwealth University Mansfield unless otherwise specified
 - Any raffles will be managed by Commonwealth University Mansfield unless otherwise specified

III. General

- 3.1 (Check all that apply)
- a. ☐ Payment is to be made in advance in the amount of \$_____ for facility use and \$_____ for services, for a total of \$_____.
 - b. ☒ **Arrangements for billing are acceptable to the University as follows: Invoice, due upon receipt.**
 - c. ☐ Fees Waived:
 - d. ☐ Fees not applicable:
- 3.2 When billing is provided, if all charges are not paid within thirty (30) days of final invoicing, the User will pay the University, upon demand, interest on the amount of the overdue charge at the highest legal rate permissible, but in no event more than 1.5% interest per month from the date the charge became due.
- 3.3 A deposit of \$0. is required in advance for the use of the facilities described in this contract. At the end of the use, the deposit will be returned if the User has returned the facility to the University in its original condition, ordinary wear and tear accepted. Where janitorial service is not provided by this contract the University may, without limitation on other uses, use the deposit to reimburse itself for janitorial services required by the User's failure to comply with this provision, and the User shall, promptly upon notice, pay the University for any janitorial services or damages in excess of the deposit.
- 3.4 Insurance. The User shall provide the University in advance of any use a copy of a certificate of insurance covering property damage liability and bodily injury in amounts of no less than two hundred fifty thousand dollars (\$250,000.00) per person and one million dollars (\$1,000,000.00) per incident. For concession/food service operations, coverage must be specifically identified on the insurance certificate. The University must be named as an additional insured on any such certificate, and the certificate shall provide that the insurance carrier will provide advance notice to the University of any terminations, cancellation or discontinuance or modification in coverage of the insurance.
- 3.5 User agrees that neither the University nor any organization affiliated with the University, nor any of the University's officers, agents, or employees (collectively the University), are responsible for the loss or damage to users' personal property by fire, theft, vandalism, or other hazard without regard to whether it is alleged or true that the loss is due to University's neglect of any duty or willful or intentional action. Further, User agrees to indemnify, defend and hold harmless the University and its officers, agents and employees from all liability and/or contractual claims in relation to any personal injuries to any person whatsoever, or any losses or expenses due to such personal injury or due to instances of or damage to personal property, arising from or related to the use of the facilities provided in this agreement, or attendant to or related to such use. The User's hold harmless obligation under this agreement includes an obligation to defend, indemnify and hold harmless the University from all such liability regardless of whether it is

alleged or true that the liability is due to neglect of duty by the University, or even if it is alleged or true that it is due to the intentional or willful or reckless actions of any person, including the officers, agents and employees of the University.

- 3.6 This contract contains the entire contract between the University and the User, and supersedes all prior or contemporaneous oral or written agreements.
- 3.7 License Only. The University grants the User a personal, nontransferable, revocable license only. No leasehold interest for the use of facilities is created under this contract.
- 3.8 Termination. The license granted for the use of facilities under this contract and/or the University's obligation to provide services may be terminated by the University upon written notice to User if the User defaults in the payment of any amount due, or if the User otherwise violates the terms of this contract. The User's obligation to pay charges which are due prior to the termination of this contract and any damages arising from the breach of this contract by the User will survive the termination of the contract. This provision is in addition to and not in limitation of any other remedy the University may have for breach of this contract.
- 3.9 Limitation of Liability. In providing the User with services or the use of facilities, the University is not accepting any responsibility for their utilization or for any decisions of the User which may be made in connection with them. The User agrees that the liability of the University under this contract for damages, regardless of the form of action, shall not exceed the total amount to be paid by the User under his contract. In no event will the University be responsible for any consequential damages incurred by the User with respect to this contract, or any matter pertaining thereto, even if the University has been advised of the possibility of such damages. The University and the User acknowledge that the University and the User are independent contractors in regard to this contract and the University is not the User's agent for any purpose whatsoever, nor is User the University's agent for any purpose. Neither party will have the authority to enter into any contract or assume any obligation for the other and nothing herein will be construed to establish any partnership, joint venture or principal-agent relationship between the University and the User
- 3.10 Cancellation. The University may cancel this contract at any time by giving the User sixty (60) days written notice. Notice shall be deemed received when deposited into the custody of the U.S. Postal Service by First Class Mail, postage prepaid.
- 3.11 In case of damage or destruction of the property of the University due to conduct, whether intentional or unintentional, by User or User's program participants, and not due to ordinary wear and tear, the User will be responsible for the cost of replacing the property destroyed or, at the University's option, for the cost of restoring the property to its original condition.
- 3.12 User agrees that no activity shall be conducted on the University's premises in violation of any applicable law or in violation of any University regulation, or reasonable direction that may be issued from time to time by University administration. Advertising on the University's premises shall be limited as directed by the University's personnel and regulations.
 - 3.12.1 User agrees that proper instruction will occur with all program participants, coaches, or advisors, and that no hazing or team initiation activities will take place on University property (i.e. athletic fields, locker rooms, residence halls, classrooms, or dining halls). User assumes all liability for camp participants' activities.
 - 3.12.2 **EXTERNAL PROVIDERS OF RESIDENTIAL CAMPS/CONFERENCES:**

The Provider is responsible for ensuring that all Provider employees or volunteers, who are engaged to provide services during camps and conferences on the University campus in occupations/assignments with a significant likelihood of regular contact with children under the age of 18 in the form of care, guidance, supervision or training will require appropriate Minors Contact Background Screening. Examples of such occupations/assignments requiring such screening include but are not limited to the camp director, coaches, instructors, counselors, and volunteers.

The Provider must complete the Background Clearance Compliance questions via the link and provide the required documentation to the University that such screening(s) which is at least equivalent to that of Commonwealth University have been conducted, reviewed and are in compliance with this policy thirty (30) days prior to the event/conference taking place.

3.12.3 User is required to adhere to all University policies, regulations, guidelines, and all local, state and federal laws, concerning health, safety and public order. *See:* <https://www.commonwealthu.edu/about/university-senate-governance/policies-and-procedures> Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services, or termination of this agreement pursuant to Section 3.8 (Termination) hereof. The campus population at Commonwealth University is comprised of varying cultures, ages, ethnicities and racial backgrounds. It is expected that all program participants respect others' uniqueness and values. Various age groups share all common areas of the university (i.e. residence halls, dining hall, recreational facilities, and classrooms). It is expected that program participants will not interfere with the activities or programs of other groups, and will respect their possessions and privacy.

3.12.4 User is required to meet the minimum staffing ratios of Adults to Minors as set forth in Rider C.

3.13 The University or its designee reserves the exclusive right to operate all concessions for the sale of refreshments, catering and parking, and generally for the sale of all goods and services on University premises. The User may not engage in such activities unless there are explicit provisions in this contract granting permission to the User. Parking by User and User's participants shall be in accordance with University regulations.

See: <https://www.commonwealthu.edu/offices-directory/university-police>

3.14 The User agrees not to modify or deface the facilities of the University in any way, and understands that this provision includes a requirement that the University's permission must be granted specifically for any decorations placed on or about University facilities by the User.

3.15 The User may not sell tickets for any attraction on University premises in excess of the number of seats available for any presentation that may be described in this contract, this number to be determined by the University in writing in consultation with the User. In no event will stairs, aisles, halls, and foyers be obstructed.

- 3.16 Cameras, sound recorders, and broadcasting equipment may only be used in University facilities by the User with the written permission of a University official, which shall be evidenced by initials of the proper University official in Paragraph 3.21, in which case conflicting provisions herein become void. Printed programs issued by the User shall include the statement "The use of cameras, sound recorders and broadcasting equipment, is prohibited in the University's facilities."
- 3.17 The University accepts no responsibility whatsoever for any property brought onto University premises, and the University is hereby expressly relieved and discharged from any and all liability from any loss, damage, or destruction of property that may be sustained by the User in connection with the performance of this contract.
- 3.18 The University reserves the right to eject any objectionable person or persons from University premises at all times, including periods when services or facilities are being provided to the User pursuant to this contract.
- 3.19 The University shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance problems, acts of God and the like.
- 3.20 The User may not assign this agreement without the written permission of the University. No change shall be made in any of the terms or provisions of this agreement, nor shall any of them be waived without the prior written consent of both parties. This agreement will be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
- 3.21 _____ If the space to the left is initialed by the person signing this contract for the University, permission is granted for the use of the following (check all that apply):
☐ Cameras
☐ Sound recorders
☐ Broadcasting equipment
Describe type of equipment:
Limitations if applicable:
- 3.22 The User shall, by signing this contract, accept responsibility for additional charges which are payable immediately upon demand in accordance with University rules, rates and regulations for all additional goods and services provided. This includes, but is not limited to, repairs or replacement of damaged, defaced or stolen University property and equipment, extraordinary cleaning or logistics services, or the need for extraordinary intervention of University personnel (police, security, residence hall administrators), any of which are necessitated by inadequate supervision or improper conduct of User and/or its program participants. Extraordinary, for the purposes of this contract, shall mean going beyond what is usual, regular, customary, or specified herein and shall be applied at the sole discretion of the University.
- 3.23 All Users must adhere to all fire and safety codes and regulations.
- 3.24 Utilities installations, connections, extensions, or adaptations shall not be made without the prior written approval of the University's Director of Campus Operations or designee.
- 3.25 Light and switch panels, staging, electrical, electronic and public address systems shall not be operated without the prior written approval of the University's Director of Facilities or designee.
- 3.26 Only those facilities specified for use in the agreement shall be used.

- 3.27 Special restrictions (if any):
NO SMOKING in campus buildings. Instruct your participants to smoke outside. No solicitation is allowed on campus - this includes credit card applications.
- 3.28 The University may, without limitation on other uses, invoice the User for the cost of rekeying doors if keys are not returned. The University requires that all keys be returned to the University within 24 hours of User's completion of use of the facilities, unless a longer period of time is authorized, in writing, by the University.

3.29 Other requirements or provisions unique to our University or each particular facility use situation.

- A) Liability insurance certificate naming **Commonwealth University, 400 E. Second St., Bloomsburg, PA 17815** as an additional insured on the policy for the dates of use and must be received in advance of event.

Send to: Commonwealth University – Lock Haven Campus
Facilities Building: Facilities Management, Administration Dept
401 N. Fairview St.
Lock Haven, PA 17745 Email: trr259@commonwealthu.edu

- B) Cancellation / Refund Guidelines:

6 months before event.....	100% Refund
Less than 6 months and up to 3 months before event.....	50% Refund
Less than 3 months and up to 1 month before event.....	25% Refund
Any time less than 1 month before event.....	0% No Refund

- C) Any extraordinary cleaning or damages may result in additional costs.

D) Computers & Network: Use of University computers and network shall be consistent with and within the context of Bloomsburg University PRP 2550 - Acceptable Use Of Technology Policy. Commonwealth University assumes no liability for individual or collective actions conducted on its computers or network that are immoral, intimidating or illegal in nature. Any conduct or use of the University's computers or network that violates PRP 2550 or applicable law is subject to remediation that spans from suspension of computer and/or network privileges to criminal prosecution. See: http://www.bloomu.edu/policies_procedures/2550

E) For athletic only: Commonwealth University does not provide medical coverage for external groups. It is recommended that the client secure the services of a Certified Athletic Trainer (if applicable). At a minimum, the client should ensure that individuals with First Aid certification are on site at all times.

RIDER B

REQUIRED CLAUSES

Throughout this rider, Contractor shall mean User, and Commonwealth shall mean the Commonwealth of Pennsylvania and the University.

DONATION OF EXCESS PREPARED FOOD PROVISION

This paragraph is required by Commonwealth Management Directive 215.13 as may be most recently amended. The following is derived from MD 215.13, dated June 21, 1994.

The Contractor agrees to make a good faith effort to donate to a nonprofit organization for ultimate free distribution to needy individuals any apparently wholesome food or grocery products apparently fit for human consumption which are not consumed at the Commonwealth function. A good faith effort includes, but is not limited to, contacting one or more of the entities appearing on the referral listing maintained by the Department of Agriculture. Contractor is hereby put on notice that liability will not attach if the contractor complies with 42 Pa. C.S. §8338.

AMERICANS WITH DISABILITIES ACT PROVISIONS

This paragraph is required by Commonwealth Management Directive 215.12 as may be most recently amended. The following is derived from M.D. 215.12 Amended, Dated February 3, 1993.

During the term of this contract, the Contractor agrees to the following:

Pursuant to Federal regulations promulgated under authority of the Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the "General Provisions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the State System of Higher Education through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the State System of Higher Education, the University and their respective officers and employees from all losses, damages, expenses, claims, demands, suits and actions brought by any party against any of the foregoing as a result of Contractor's failure to comply with the provisions of the preceding paragraph

Rider C

Staffing and Supervision

PROGRAM OR ACTIVITY SUPERVISION

- A. The program administrator must be 21 years of age or older, physically present during active program operation hours, and available within a reasonable response time during non-activity hours. If the program administrator cannot be present during active program operation hours, an Authorized Adult must be designated as responsible for the program during the program administrator's absence. The designee must be 21 years of age or older and adhere to the same standards as the program administrator.
- B. Authorized adults must be 18 years of age or older. Employees, volunteers or student employees who are 18 years of age or older may be designated as authorized adults.
- C. Employees, volunteers or student employees may be under the age of 18. However, an employee, volunteer or student employee under the age of 18 may not be solely responsible for any university program and must be within the immediate vicinity, as defined in PRP 2410, of an authorized adult 18 years of age or older.
- D. Authorized adults must be at least 2 years older than the minor(s) he/she is independently supervising.
- E. One-on-one contact between an authorized adult, volunteer, employee, or student employee and a minor is prohibited in non-public spaces where activity is not observable by other authorized adults or program staff, unless the authorized adult is the minor's parent or guardian or in the rare event of an emergency.
- F. Participation by a minor under 5 years of age is prohibited unless the minor is accompanied by a parent or guardian at all times.

RECOMMENDED SUPERVISION RATIOS

In establishing supervision ratios for a camp, conference, or program involving minors, a program administrator should consider the ages of the minors participating, the nature of the camp, conference, or program, the location, and the duration of the activity. Below are recommended supervision ratios for a camp, conference or program involving minors.

Day Program*

- 1 staff for every 6 participants 5 years of age or younger (1:6) plus a parent/guardian for each participant under 5 years of age
- 1 staff for every 8 participants aged 6 – 8 years (1:8)
- 1 staff for every 10 participants aged 9 – 14 years (1:10)
- 1 staff for every 12 participants aged 15 – 18 years (1:12)

Overnight Program*

- 1 staff for every 5 participants 5 years of age or younger (1:5) plus a parent/guardian for each participant under 5 years of age
- 1 staff for every 6 participants aged 6 – 8 years (1:6)
- 1 staff for every 8 participants aged 9 – 14 years (1:8)
- 1 staff for every 10 participants aged 15 – 18 years (1:10)

*Ratios are based on the American Camp Association.

SCHOOL YEAR CALENDAR

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SCHOOL YEAR CALENDAR

Marking Periods K-2	Days	Ends	Report Cards
End of 1st Trimester:	(60)	11/12/2026	
End of 2nd Trimester:	(60)	02/23/2027	
End of 3rd Trimester:	(60)	05/27/2027	

Marking Periods Gr 3-12			
End of 1st Marking Period:	(45)	10/22/2026	
End of 2nd Marking Period:	(45)	01/07/2027	
End of 3rd Marking Period:	(45)	03/17/2027	
End of 4th Marking Period:	(45)	05/27/2027	

PSSA TESTING WINDOWS			
Assessment	Gr	Dates	Make-up Dates
Winter Keystones 1	8-12		
Winter Keystones 2	8-12		
English/Lang Arts	3-8		
Math	3-8		
Science	4, 8		
AP Exams	11-12		
Spring Keystones	8-12		
Summer Keystones	8-12		

SAT DATES

PSAT DATES	ACT DATES

School Attendance			
			Snow Make-up Days
	Students	Teachers	(order of use)
August	8	12	2/26/27
September	21	21	4/1/27
October	22	22	3/31/27
November	18	18	3/30/27
December	17	17	3/29/27
January	18	19	
February	18	19	
March	19	19	
April	20	21	
May	19	20	
June			
Total Days	180	188	

*The Board of Education reserves the right to make changes to this calendar as needed.