

**MAHANAY AREA SCHOOL DISTRICT  
1 GOLDEN BEAR DRIVE  
MAHANAY CITY, PA 17948**

**Special Meeting  
Immediately following Workshop – December 20, 2018**

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A Special meeting for general purposes of the Mahanoy Area School District Board of Education was held on the above date in the High School Large Group Instruction (LGI) Room with Acting President Steve Gnall presiding and Secretary Nancy Boyle serving as recorder. The meeting was recorded for secretarial purposes.

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***A. CALL TO ORDER***

Acting President Steve Gnall called the workshop to order at 6:24 p.m. and asked everyone to participate in a moment of silence in honor of Director Jay Hanley. Acting President Steve Gnall then led in the Pledge of Allegiance and also reported that an executive session was held prior for personnel reasons.

Presentation of 12<sup>th</sup> grade Student of the Month for November was introduced by Mr. Holman— Brian Boyle; 8<sup>th</sup> grade students—Madison Bowles and Jacob Irvin. Acting President Steve Gnall congratulated the students for their many accomplishments and involvement in many activities then excused them and their parents from the meeting.

Mr. Hurst then presented the budget and finance items on the agenda with one addition of item 11.

Dr. Green reviewed the rest of the items on the agenda.

Acting President Steve Gnall called the meeting to order at 6:36 p.m.

***B. PLEDGE OF ALLEGIANCE***

***C. ROLL CALL***

<input checked="" type="checkbox"/> Mrs. Nancy Boyle	<input checked="" type="checkbox"/> Mr. Dan Lynch
<input checked="" type="checkbox"/> Mr. Gary Gnall	<input checked="" type="checkbox"/> Mr. Michael Mistishen
<input checked="" type="checkbox"/> Mr. Steve Gnall	<input checked="" type="checkbox"/> Mr. Jim Mitchell
<input checked="" type="checkbox"/> Mrs. Karen Yedsena	
<input checked="" type="checkbox"/> Mr. John Honus	8 Present/ 0 Absent

**Others in attendance include –  
4 Citizens and the following Mahanoy Area School District personnel**

Joie L. Green  
Superintendent

John G. Dean, Esq.  
Solicitor

John J. Hurst  
Business Administrator

Stanley Sabol  
Jr/Sr. High School Principal

David Holman  
Assistant Jr/Sr. High School Principal

Michael Heater  
Elementary Principal

Lisa Broomell  
Assistant Elementary School Principal

Brandy Paul  
Special Education Director

Paul Babinsky  
Technology Director

Edward Blazis  
Facilities Director

Michele Schappell  
Food Services Director

Jason Burke  
Transportation Director

Tracy Dudash  
Coordinator of Curriculum and Assessment(K-12)

#### **D. CITIZENS COMMENTS ON AGENDA ITEMS**

Citizen comments on Agenda items only are welcome at this time. Speakers will be recognized by the chair in the order they are listed on the sign-in sheet. Speakers must state their name and place of residence. There is a five minute limit. The Board requests that if there is a group to speak about the same topic, one person should be designated as the spokesperson.

None.

#### **E. APPROVAL OF MINUTES OF LAST REGULAR AND SPECIAL MEETINGS**

(1) Moved by Yedsena & seconded by Mitchell the minutes of the regular monthly meeting of November 19, 2018 and the reorganization meeting of December 6, 2018 were ACCEPTED, APPROVED, AND FILED for AUDIT.

ALL MEMBERS

Motion:  Passes /  Fails

#### **F. REPORT OF THE TREASURER**

(1) Moved by G. Gnall & seconded by Lynch the treasurer's report for the period ending November 2018 was ACCEPTED, APPROVED, AND FILED for AUDIT.

Aye / Nay

/  Mrs. Yedsena

/  Mr. Gary Gnall

/  Mr. Steve Gnall

/  Mr. Mistishen

/  Mr. Honus

Aye / Nay

/  Mr. Lynch

/  Mrs. Boyle

/  Mr. Mitchell

/  Totals

Motion:  Passes /  Fail

#### **G. PRESENTATION AND APPROVAL OF BILLS**

***a. General Fund***

**(1) Moved by Boyle & seconded by Yedsena the List of Bills from the General Fund was ACCEPTED, APPROVED FOR PAYMENT, AND FILED for AUDIT.**

Aye / Nay		Aye / Nay	
<u>X</u> / ___	Mr. Mitchell	<u>X</u> / ___	Mr. Mistishen
<u>X</u> / ___	Mr. Steve Gnall	<u>X</u> / ___	Mr. Gary Gnall
<u>X</u> / ___	Mrs. Yedsena	<u>X</u> / ___	Mr. Honus
<u>X</u> / ___	Mrs. Boyle		
<u>X</u> / ___	Mr. Lynch	<u>8</u> / <u>0</u>	Totals

Motion: X Passes / \_\_\_ Fail

***b. Cafeteria Fund***

**(1) Moved by G. Gnall & seconded by Boyle the List of Bills from the Cafeteria Fund was ACCEPTED, APPROVED FOR PAYMENT, AND FILED for AUDIT.**

Aye / Nay		Aye / Nay	
<u>X</u> / ___	Mr. Steve Gnall	<u>X</u> / ___	Mr. Mitchell
<u>X</u> / ___	Mr. Honus	<u>X</u> / ___	Mrs. Yedsena
<u>X</u> / ___	Mr. Gary Gnall	<u>X</u> / ___	Mr. Lynch
<u>X</u> / ___	Mrs. Boyle		
<u>X</u> / ___	Mr. Mistishen	<u>8</u> / <u>0</u>	Totals

Motion: X Passes / \_\_\_ Fail

***H. FINANCIAL REPORTS***

***a. Student Activities Report***

**(1) Moved by Mitchell & seconded by Yedsena the Student Activities Report was ACCEPTED, APPROVED, AND FILED for AUDIT.**

ALL MEMBERS  
Motion: X Passes / \_\_\_ Fails

***b. Tax Collector Report***

**(1) Moved by Boyle & seconded by Yedsena the Tax Collectors' Report was ACCEPTED, APPROVED, AND FILED for AUDIT.**

ALL MEMBERS  
Motion: X Passes / \_\_\_ Fails

***I. COMMUNICATIONS***

Secretary Boyle reported that two (2) non-teaching applications and one (1) teaching application was received. She also read a Thank You note from the family of Dorothy Kutz and John Dean for the

kindness shown during the family's recent losses.

## **J. ACTION ITEMS**

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A. *Budget and Finance – Yedsena, Chair; Mistishen and Lynch*

**Moved by Boyle & seconded by G. Gnall the Mahanoy Area School District Board of Education  
APPROVED the following as recommended:**

Aye / Nay	Aye / Nay
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mrs. Yedsena	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Steve Gnall
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Mitchell	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mrs. Boyle
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Gary Gnall	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Lynch
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Mistishen	
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Honus	<input type="checkbox"/> / <input type="checkbox"/> Totals for items #1 through #10.
Motion: <input checked="" type="checkbox"/> Passes/ <input type="checkbox"/> Fail	

Aye / Nay	Aye / Nay
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mrs. Yedsena	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Steve Gnall
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Mitchell	<input type="checkbox"/> / <input type="checkbox"/> Mrs. Boyle
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Gary Gnall	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Lynch
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Mistishen	
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Honus	<input type="checkbox"/> / <input type="checkbox"/> Totals for item #11; Director Boyle recused herself.
Motion: <input checked="" type="checkbox"/> Passes/ <input type="checkbox"/> Fail	

- (1) A resolution not to raise taxes in excess of the Act 1 index for the 2019-2020 fiscal year.
- (2) The Schuylkill County TCC delegate appointment resolution for 2019.
- (3) The purchase of a Scraper System Model 880B Portable FleetPlow from Quintin Machinery, Lancaster, PA at a cost of \$30,580 retroactive to December 7, 2018.
- (4) Participation in the Lancaster-Lebanon CAFCO collaborative procurement program for food services.
- (5) The purchase of new scoreboards for the elementary school gym from Nevco Sports LLC, Chicago, IL at a cost of \$9,279.79.
- (6) The purchase of 30 Lenovo ThinkCentre M720 Desktop Computers from GDC, LLC, Mechanicsburg, PA at a cost of \$21,234.00. This will be paid from the Capital Reserve Fund.
- (7) Installation of the new scoreboards by American Electrical, LLC, Lake Huntington, NY 12752 at a cost of \$3,400.00.
- (8) A Local Economic Revitalization Tax Act (LERTA) resolution for Parcel # 26-04-0076.000.
- (9) A resolution to adopt our revised 403(b) plan effective January 1, 2019.
- (10) A Stipulation and Joint Motion for Agreed Order related to the appeal of tax parcels 26-04-0076.000 and 26-04-0073.000.
- (11) The stipulation of council related to the appeal of tax parcel 26-04-0103.001.

Moved by Mitchell & seconded by Yedsena the Mahanoy Area School District Board of Education APPROVED the following as recommended:

Aye / Nay	Aye / Nay
<u>X</u> / ___ Mr. Honus	<u>X</u> / ___ Mrs. Boyle
<u>X</u> / ___ Mr. Lynch	<u>X</u> / ___ Mr. Gary Gnall
<u>X</u> / ___ Mr. Mistishen	<u>X</u> / ___ Mr. Steve Gnall
<u>X</u> / ___ Mr. Mitchell	
<u>X</u> / ___ Mrs. Yedsena	<u>8</u> / <u>0</u> Totals
Motion: <u>X</u> Passes/ ___ Fail	

- (1) Homebound instruction for elementary school student #6682 retroactive to December 3, 2018 through January 15, 2019. Homebound instructor will be Mrs. Nicole Anthony. A doctor’s note is on file in the Superintendent’s Office.
- (2) The retirement of Mrs. Angela Trainer, Andreas, PA as Elementary Title I teacher effective the end of the day on February 1, 2019.
- (3) Mrs. Colleen Fanelli as a mentor at a salary of \$500.00.
- (4) The Pro Care Therapy, Inc. contract to provide speech services during the FMLA leave of staff member #1030 from December 3, 2018 through approximately March 8, 2019.  
*\*(An MOU with MAEA is on file in the Superintendent’s office.)*
- (5) Monday, December 17, 2018 as an Act 80 day retroactively.

Moved by Boyle & seconded by Lynch the Mahanoy Area School District Board of Education APPROVED the following as recommended:

Aye / Nay	Aye/Nay
<u>X</u> / ___ Mr. Lynch	<u>X</u> / ___ Mr. Mitchell
<u>X</u> / ___ Mr. Steve Gnall	<u>X</u> / ___ Mr. Mistishen
<u>X</u> / ___ Mrs. Boyle	<u>X</u> / ___ Mr. Honus
<u>X</u> / ___ Mrs. Yedsena	
<u>X</u> / ___ Mr. Gary Gnall	<u>8</u> / <u>0</u> Totals
Motion: <u>X</u> Passes/ ___ Fail	

- (1) The appointment of Mr. Robert Bernadyn, Mahanoy City, PA as part-time housekeeping to begin January 2, 2019 at an hourly rate of \$10.00 pending completion of all employment paperwork.
- (2) The appointment of Mrs. Linda Bernadyn, Mahanoy City, PA as part-time housekeeping to begin January 2, 2019 at an hourly rate of \$10.00 pending completion of all employment paperwork.
- (3) The appointment of Mr. James Drewes, Mahanoy City, PA from substitute bus/van driver to bus van driver beginning December 17, 2018 at an hourly rate of \$10.50.
- (4) The Joe Alansky Gymnasium retroactively for Mahanoy CYO 5<sup>th</sup> & 6<sup>th</sup> grade boys’ basketball practice, along with 3/4<sup>th</sup> grade boys as per the dates on the facility request form from 6:30 p.m.-8:00 p.m.

November 2018 thru February 2019. Request made by Mrs. Natalie Zawada, Coach.

(5) The use of the district pool by the Ryan Township Emergency & Rescue retroactively on Sunday, December 9, 2018 from 8:00 a.m. to 12:00 p.m. for Dive Team training. Request made by Mr. William F. Wirtz, Dive Team Captain.

(6) The Elementary Cafeteria retroactive to November 20, 2018 from 5:00 p.m. to 7:00 p.m. for Youth Swim Team sign-ups and the district pool/locker rooms retroactive to November 27, 2018 through March 28, 2019 for practice/meets as per dates and times noted on the facilities request form. Request made by Mrs. Melissa Honus, Swim Booster, Treasurer.

(7) The Elementary Cafeteria retroactive to October 29, 2018 and November 6, 2018 from 6:00 p.m. to 8:00 p.m. for youth wrestling sign-ups and the wrestling room in the Field House for youth wrestling practice Monday through Friday from 6:00 p.m. to 8:00 p.m. retroactive to November 1, 2018 through April 1, 2019. Request made by Mrs. Cheryl Fegley, Wrestling Booster, President.

(8) The Elementary Cafeteria/Reserve/Overflow area retroactive to December 4, 2018 from 4:00 p.m. to 9:00 p.m. for Meet the Wrestlers and home meet concession stand as per dates notated on the facility request form. Request made by Mrs. Cheryl Fegley, Wrestling Booster, President.

(9) Either gymnasium retroactive to December 16, 2018 from 11:30 to 2:00 p.m. for the Mahanoy City BPOE Elks #695 Hoop Shoot contest. There is no charge for the use of the facilities. Request made by Mr. Tom Moucheron, Hoop Shoot Coordinator.

(10) The district pool on the following dates and times for pool parties/trainings:

Date	Time	Facilities Fee	Requested by
December 9, 2018	1:00 p.m. to 3:00 p.m.	\$110.00	Kathy Uber, Mahanoy City, PA— Birthday Party

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*D. Policy – Mistishen, Chair; Boyle and Yedsena*

None.

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*E. Athletic – Yedsena, Chair; S. Gnall and Mistishen*

**Moved by Mitchell & seconded by Lynch the Mahanoy Area School District Board of Education APPROVED the following as recommended:**

Aye / Nay	Aye / Nay
<u> X </u> / <u>   </u> Mr. Mistishen	<u> X </u> / <u>   </u> Mr. Honus
<u> X </u> / <u>   </u> Mrs. Yedsena	<u> X </u> / <u>   </u> Mr. Mitchell
<u> X </u> / <u>   </u> Mr. Steve Gnall	<u> X </u> / <u>   </u> Mr. Lynch
<u> X </u> / <u>   </u> Mr. Gary Gnall	<u>   </u> / <u>   </u> <del>Mr. Honus</del>
<u> X </u> / <u>   </u> Mrs. Boyle	<u> 8 </u> / <u> 0 </u> Totals
Motion: <u> X </u> Passes/ <u>   </u> Fail	

(1) The following additional personnel as Game Workers for the 2018-2019 school year: Trish Davidson and Paul Babinsky.

(2) The resignation of Mr. Dave Holmes as Head Varsity Cross Country Coach-Coed and Head Varsity Track Coach - Boys as of November 23, 2018.

- (3) The resignation of Mrs. Jennifer Zilker as Assistant Varsity Cross Country Coach-Coed pending approval as head coach.
- (4) The appointment of Mrs. Jennifer Zilker as Head Varsity Cross Country Coach-Coed at a salary of \$3861.68.

**K. REPORTS**

- (1) Report of the Schuylkill IU#29 Representative—There is no Board representative at this time.
- (2) Report of the Schuylkill County Area Vocational Technical School (SCAVTS) Representative—There is no Board representative at this time.
- (3) Report of the Mahanoy City Public Library Representative –No report.
- (4) Report of the PSBA Liaison—Director Mitchell reported that all e-mails have been forwarded.
- (5) Report of the Superintendent—Enrollment: Elementary, 540; Jr/Sr. High School, 423; Vo-Tech, 29; out of district, 31, for a total of 1023. There are 35 regular education cyber/charter school students and 11 special education cyber/charter school students for a total of 46.

McKinney Vento Homeless Numbers:

As of 12/12/18 the number of current homeless (13 school age students 7 non-school aged students and 2 students under foster care ESSA). Totals so far for the School Year 2018/2019 there are 15 preschool plus 27 students and 2 students under foster care ESSA Program). Some families found permanent residences or moved during the first month of school. Here is the breakdown:

- 7 pre-k siblings
- 3 students grade 1
- 4 students grade 2
- 1 student grade 4
- 1 student grade 5
- 1 student grade 10
- 3 students grade 12

There are also 2 students in grade 10 and 1 student in grade 12 that are under the foster care ESSA program.

Dr. Green asked for a motion for a contract with School Point for web design hosting and content management at a cost of \$6525.00 which includes a one-time set up cost of \$2025.00 and an annual subscription of \$4500.00. Motion made by Lynch; second by Boyle. Motion passed by roll call vote.

Aye / Nay	Aye / Nay
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Mistishen	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Honus
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mrs. Yedsena	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Mitchell
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Steve Gnall	<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Lynch
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mr. Gary Gnall	
<input checked="" type="checkbox"/> / <input type="checkbox"/> Mrs. Boyle	<input type="checkbox"/> / <input type="checkbox"/> Totals
Motion: <input checked="" type="checkbox"/> Passes/ <input type="checkbox"/> Fail	8 / 0

- (6) Report of the Business Administrator—Mr. Hurst wished everyone a Merry Christmas and Happy New Year.
- (7) Report of the Solicitor—Solicitor Dean wished everyone a Merry Christmas and thanked them for their kindness the last month and a half.

**L. CONSIDERATIONS**

- (1) Old and Unfinished—None.
- (2) New –None.

**M. CITIZENS COMMENTS ON NON-AGENDA ITEMS**

Citizen comments are welcome at this time. Speakers will be recognized by the chair. Speakers must state their name and place of residence. There is a five minute limit. The Board requests that if there is a group to speak about the same topic, one person should be designated as the spokesperson.  
None.

**N. REMARKS BY MEMBERS OF THE SCHOOL BOARD**

Director Boyle thanked the board for their kindness in the use of the gymnasium for the annual Elk’s Hoop Shoot and also for everyone’s generosity to the Elk’s Children’s Christmas Party which was a complete success.

Director Mistishen commented that it was very heartwarming to see so many athletes and coaches paying their respects to the Hanley family at their time of great loss.

Director Yedsena mentioned that a memorial fund has been set up for the Hanley children and that donations will be accepted at any M & T bank location.

Acting President S. Gnall wished everyone a Merry Christmas and safe holiday.

**O. ADJOURNMENT**

**Moved by Yedsena & seconded by Lynch that the regular monthly meeting of the Mahanoy Area School District Board of Education was ADJOURNED.**

ALL MEMBERS  
MOTION:   X   Passes /        Fails

Acting President S. Gnall declared the meeting closed at 6:54 p.m.

**Attest**

\_\_\_\_\_  
**Nancy Boyle**  
**Secretary**

The next meeting of the Mahanoy Area School District Board of Education will be held on Thursday, January 24, 2019. All minutes and reports can be found on our district website [www.mabears.net](http://www.mabears.net) following the meeting.



**APPLICATIONS TO BE READ AT THE SCHOOL BOARD MEETING OF  
DECEMBER 17, 2018:**

**Teaching:** Jim Hartman, Leesport, PA—Secondary Education

**Non-Teaching:** Robert Bernadyn, Mahanoy City, PA—Custodian  
Linda Bernadyn, Mahanoy City, PA—Custodian

**MAHANOY AREA SCHOOL DISTRICT  
BOARD OF DIRECTORS**

**RESOLUTION**

WHEREAS, on June 27, 2006, the Pennsylvania legislature passed Act 1 of Special Session 2006, entitled the "Taxpayer Relief Act" (hereinafter "Act 1");

WHEREAS, Act 1 requires school districts to limit tax increases to the level set by an inflation index unless the tax increase is approved by voters in a referendum or the school district obtains from the Department of Education or a court of common pleas certain referendum exceptions;

WHEREAS, Act 1 does, however, allow a board of school directors to elect to adopt a resolution indicating that it will not raise the rate of any tax for the support of the public schools for the following fiscal year by more than its index, provided this resolution must be adopted no later than 110 days prior to the date of the election immediately preceding the upcoming fiscal year;

WHEREAS, the Mahanoy Area School District index for the 2019-2020 fiscal year is 3.5%;

WHEREAS, the Mahanoy Area School District Board of Directors has made the decision that it shall not raise the rate of any tax for the support of the Mahanoy Area School District for the 2019-2020 fiscal year by more than its index.

AND NOW, on this 17<sup>th</sup> day of December 2018 it is hereby RESOLVED by the Mahanoy Area School District (hereinafter "District") Board of Directors (hereinafter "Board") the following:

1. The Board certifies that it will not increase any school district tax for the 2019-2020 school year at a rate that exceeds the index as calculated by the Pennsylvania Department of Education.
2. The Board certifies that it will comply with the procedures set forth in Section 687, of the Pennsylvania Public School Code (hereinafter "School Code"), 24 P.S. §6-687, for the adoption of its proposed and final budget.
3. The Board certifies that increasing any tax at a rate less than or equal to the index will be sufficient to balance its final budget of the 2019-2020 fiscal year.
4. The Administration of the District will submit the District's information on a proposed increase in the rate of a tax levied for the support of the District to the Pennsylvania Department of Education on the uniform form

prepared by the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.

5. The Administration of the District will send a copy of this Resolution to the Pennsylvania Department of Education no later than five days after the Board's adoption of this Resolution.
6. The Board understands and agrees that by passing this Resolution it is not eligible to seek referendum exceptions under Section 333(f) of Act 1 and is not eligible to request approval from the voters through a referendum to increase a tax rate by more than the index as established for the 2019-2020 fiscal year.
7. Once this Resolution is passed, the Administration of the District is not required to comply with the preliminary budget requirements set forth in paragraphs (a) and (c) of Section 311 of Act 1. Provided, however:
  - (a) The Board understands and agrees that, upon receipt of the information submitted by the District as set forth in paragraphs 4 and 5 above, the Pennsylvania Department of Education shall compare the District's proposed percentage increase in the rate of the tax with the index.
  - (b) Within ten days of the receipt of this information, the Pennsylvania Department of Education shall inform the District whether its proposed tax rate increase is less than or equal to the index.
  - (c) If the Pennsylvania Department of Education determines that the District's proposed increase in the rate of the District's tax exceeds the index, the District is subject to the preliminary budget requirements as set forth in paragraph (a) and (c) of Section 311 of Act 1.

**MAHANOY AREA SCHOOL DISTRICT  
Mahanoy City, PA**

**TCC Voting Delegate Appointment Resolution**

Act 32 § 505(b) requires the governing bodies of school districts, townships, boroughs, and cities that impose an earned income tax to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives. The purpose of this resolution is to appoint the required delegates. The appointed individuals have consented to appointment.

**RESOLVED**, by the governing body of the Mahanoy Area School District, that the following individuals are appointed as TCC delegates for the Mahanoy Area School District:

1. Primary voting delegate: Jack Hurst
2. First alternate voting delegate: Dr. Joie Green
3. Second alternate voting delegate: Robert Amos
4. If the primary voting delegate cannot be present for a TCC meeting, the first alternate voting delegate shall be the representative at the TCC meeting. If both the primary voting delegate and the first alternate voting delegate cannot be present for a TCC meeting, the second alternate voting delegate shall be the representative at the TCC meeting.
5. These appointments are effective immediately and shall continue until successors are appointed. Delegates shall be appointed each year in November or December or as soon thereafter as possible. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

**Certification of adoption.** The undersigned certifies that the above Resolution was adopted at a public meeting on this date.

Date: \_\_\_\_\_

Secretary

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

\_\_\_\_\_  
Board Secretary

IN THE COURT OF COMMON PLEAS FOR SCHUYLKILL COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

LOREN E. ROTH and :  
ANDREW E. ROTH, :  
Appellants, :  
vs. : Docket No. S-1847-2018  
MAHANAY AREA SCHOOL DISTRICT, :  
SCHUYLKILL COUNTY BOARD OF :  
ASSESSMENT APPEALS, SCHUYLKILL :  
COUNTY COMMISSIONERS, and :  
RYAN TOWNSHIP, :  
Appellees. :

**STIPULATION AND JOINT MOTION FOR AGREED ORDER**

AND NOW, this \_\_\_ day of January, 2019, comes the Petitioners, Loren E. Roth and Andrew E. Roth (hereinafter the "Petitioners"), Respondent, Mahanoy Area School District (hereinafter the "School District"), Respondent, Ryan Township (hereinafter the "Township"), and Respondent, Schuylkill County Board of Assessment Appeals (hereinafter the "Board"), by and through their respective undersigned counsel, with the within Stipulation and Joint Motion for Agreed Order:

1. The Petitioners are the owners of certain real estate situate being Tax Parcel Number 26-04-0076.000, known as 26 Park Avenue, and Tax Parcel No. 26-04-0073.000, known as East of Hillside, Barnesville, Ryan Township, Schuylkill County, PA (collectively, the "Premises").
2. In approximately August, 2018, the School District appealed the real estate assessment of the subject Premises.
3. On September 11, 2016, the Board held a Hearing for said Appeal.

WHEREFORE, the parties hereto request this Honorable Court enter the proposed Order attached hereto and mark the within Appeal as SETTLED and DISCONTINUED with prejudice.

Respectfully Submitted,

By: \_\_\_\_\_  
Gretchen Sterns, Esquire  
Law Office of Gretchen Coles Sterns, LLC  
PO Box 345  
Pottsville, PA 17901  
(570) 624-7040  
*Attorney for the Petitioners,  
Loren E. Roth and Andrew E. Roth*

By: \_\_\_\_\_  
John Dean, Esquire  
*Attorney for the School District,  
Mahanoy Area*

By: \_\_\_\_\_  
Glenn Roth, Jr., Solicitor  
Schuylkill County Courthouse  
401 N. Second Street  
Pottsville, PA 17901  
*Attorney for the Board of Assessment Appeals*

By: \_\_\_\_\_  
Christopher Reidlinger, Esquire  
*Attorney for Ryan Township*

4. Following the Hearing, the Board made the determination that the assessed value of Parcel 26-4-76 for the 2019 tax year be increased to \$210,915 and the assessed value of Parcel 26-4-73 for the 2019 tax year be increased to \$32,450.

5. On September 12, 2018, the Board mailed Notices of Final Determination and Order for the Premises.

6. On October 12, 2018, Petitioners filed a timely Appeal to the Schuylkill County Court of Common Pleas from the determination of the Board.

7. During the pendency of this appeal, the Petitioners removed a structure from Parcel 26-4-76, which reduced the overall assessed value of that parcel by \$14,110.

8. Currently, both parcels that comprise the Premises have no improvements.

9. The parties stipulate to the following assessed values for the Premises: Parcel 26-4-76 for the 2019 tax year be set at \$163,415 and the assessed value of Parcel 26-4-73 for the 2019 tax year be set at \$32,450.

10. Promptly following the entry of the proposed Order attached to this Stipulation and Joint Motion for Agreed Order, the Board and Chief Assessor of the County shall correct the assessment records pertaining to the Premises for the tax year 2019 to reflect the terms of this Stipulation and Joint Motion for Agreed Order and shall give notice of such correction to all taxing jurisdictions and their respective tax collectors in order that correct tax liability may be calculated and corrected tax bills may issue to be reissued.

11. This Stipulation and Joint Motion for Agreed Order may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original document, but all such counterparts together shall constitute for all purposes, one Stipulation and Joint Motion for Agreed Order.

IN THE COURT OF COMMON PLEAS FOR SCHUYLKILL COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

LOREN E. ROTH and :  
ANDREW E. ROTH, :  
Appellants, :  
vs. : Docket No. S-1847-2018  
MAHANAY AREA SCHOOL DISTRICT, :  
SCHUYLKILL COUNTY BOARD OF :  
ASSESSMENT APPEALS, SCHUYLKILL :  
COUNTY COMMISSIONERS, and :  
RYAN TOWNSHIP, :  
Appellees. :

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the attached Stipulation and Joint Motion for Agreed Order is hereby made an ORDER of Court. It is further ORDERED that the within Appeal is hereby SETTLED and DISCONTINUED with prejudice.

BY THE COURT:

\_\_\_\_\_  
J.

**ACTION BY UNANIMOUS CONSENT OF THE GOVERNING BOARD  
RESTATEMENT OF 403(b) RETIREMENT PLAN**

The undersigned hereby certify that they constitute all the members of the Governing Board of Mahanoy Area School District ("Employer") and consent to the following resolutions:

WHEREAS, the Employer has maintained the Mahanoy Area School District Voluntary 403(b) Plan ("Plan") since 1-1-2008 for the benefit of eligible employees; and

WHEREAS, the Employer is restating the above-referenced Plan to comply with the final Section 403(b) regulations and to continue to receive the tax benefits of an IRS pre-approved plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the Mahanoy Area School District Voluntary 403(b) Plan as a complete restatement of the prior Plan, to be effective on 1-1-2019;

RESOLVED FURTHER that the Business Administrator of the Employer is authorized to execute the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan restatement. The Business Administrator may designate any other authorized person to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the Governing Board, along with a copy of the prior plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan.

**Certification of Adoption:** The undersigned certifies the above Resolution was adopted at a public meeting on the below date.

Date: \_\_\_\_\_  
Secretary

COURT OF COMMON PLEAS OF SCHUYLKILL COUNTY – CIVIL ACTION – LAW

CLYDE C. HOLMAN, Et Al, : NO: S-1832-2018  
Appellant :  
: :  
v :  
: :  
SCHUYLKILL COUNTY BOARD OF :  
ASSESSMENT APPEALS, :  
Appellee :

Christine A. Holman, Esq. – for Appellant  
Glenn T. Roth, Jr., Esq. – for Appellee  
Solicitor for the Ryan Township  
Solicitor for Mahanoy Area School District  
John and Jessica Kowalchick, 606 State Road, Barnesville, PA 18214  
David and Theresa Holman, 504 State Road, Barnesville, PA 18214

ORDER

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the attached Stipulation and Joint Motion for Agreed Order is approved and the Schuylkill County Assessment Bureau is directed to amend its records accordingly.

BY THE COURT

\_\_\_\_\_ J.

COURT OF COMMON PLEAS OF SCHUYLKILL COUNTY – CIVIL ACTION – LAW

CLYDE C. HOLMAN, Et Al, : NO: S-1832-2018  
Appellant :  
: :  
v :  
: :  
SCHUYLKILL COUNTY BOARD OF :  
ASSESSMENT APPEALS, :  
Appellee :

Christine A. Holman, Esq. – for Appellant  
Glenn T. Roth, Jr., Esq. – for Appellee  
Solicitor for the Ryan Township  
Solicitor for Mahanoy Area School District  
John and Jessica Kowalchick, 606 State Road, Barnesville, PA 18214  
David and Theresa Holman, 504 State Road, Barnesville, PA 18214

STIPULATION OF COUNSEL

This \_\_\_\_\_ day of \_\_\_\_\_, 2018, the undersigned parties, by and through their respective counsel, hereby stipulate and agree to the following:

- The property owner, Clyde C. Holman, Et Al (hereinafter, the "Petitioner"), filed a tax assessment appeal with the Court of Common Pleas of Schuylkill County challenging the determination of the Schuylkill County Board of Assessment appeals with respect to the subject parcel, Southside of State Road, Ryan Township, Schuylkill County, Pennsylvania 18214, more particularly identified as Schuylkill County UPI No. 26-04-0103.001, South Side of State Road, Ryan Township, Schuylkill County, Pennsylvania 18214.
- At issue in the appeal is the tax assessment of the Subject Property for the tax year 2019 and thereafter.
- At the time of the appeal to the Schuylkill County Court of Common Pleas, the assessed value of South Side State Road was \$11, 230. (see Board of Assessment Appeal Exhibit "A")
- The Schuylkill County common level ratio for the 2019 tax year is 41.6.
- Petitioner has obtained an appraisal by a licensed Pennsylvania real estate appraiser. (see attached as Exhibit "B")
- Ryan Township has not intervened or participated in the above-captioned assessment appeals.
- After reasonable negotiation and to avoid the further expense of litigation, the parties agreed that

the fair market value of the Subject Property shall be set at Twenty Four Thousand (\$24,000.00) Dollars.

- Accordingly, by application of the 2019 common level ratio factor of 41.6, the Subject property is:
  - The assessed value of the Subject Property shall be \$9,984 effective 1-1-19 and the base year fair market value shall be \$19,968.00
  - The assessments set forth in Paragraph 8 shall remain in place until such time as the corresponding property is reassessed consistent with the laws of the Commonwealth of Pennsylvania, adjusted following the result of future tax assessment appeals, reassessed as part of a countywide reassessment, or by further Court Order.

Christine A. Holman, Esquire  
Counsel for Petitioner

Glenn T. Roth, Jr.,  
Solicitor for Defendant/Appellee,  
Schuylkill County Board of Assessment  
Appeals

John G. Dean, Esquire  
Solicitor for Mahanoy Area  
School District



CLIENT SERVICES AGREEMENT

between ProCare Therapy 10151 Deerwood Park Boulevard Building 200, Suite 400 Jacksonville, FL 32256 and



Mahanoy Area SD

1 Golden Bear Drive

Mahanoy City, PA 17948

("Client")

Letter of Intent to Contract for Services

11/30/18

Mahanoy Area SD (hereafter referred to as "Client") intends to contract with ProCare Therapy, Inc. ("ProCare") for therapy services to be provided by ProCare employee Denise Burstein (hereafter referred to as Consultant) contingent only upon Client approval.

Proposed Contract Dates: 12/3/18 through approximately, 3/8/19.

Bill Rate: The hourly rate for Consultant/Associate is \$72 per hour.

Hours and Days: A minimum 7 hours per day excluding any delayed starts or early release days. Typical work week will consist of 5 working days, Monday through Friday, excluding any school holidays, breaks, or closures.

Invoices will be sent weekly and will be paid by Client on or before the due date.

While the attached contract addendum is subject to Client approval as indicated above, Client agrees to pay ProCare for all hours worked by Consultant until such time as written confirmation of Client's decision is provided to ProCare, as set forth herein, regardless of Client's decision.

Brandy Paul

Date

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and Client enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any unqualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A - Client Assignment Confirmation, an Addendum B - Teleservices Provisions, Addendum C - Duties and Responsibilities and Addendum D - VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance: General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate. Workers Compensation - in accordance with state regulations. Employers Liability - \$2,000,000. Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate. Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

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Rev 09/2018



6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. Payment is due within fifteen (15) days of receipt of invoice.

10. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify ProCare prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.

13. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of rescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or



manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$100/day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations. If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution. In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification. Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality. Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act. ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. State Retirement System Notice. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate

in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

26. Conflicts of Interest. The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

27. Survival. The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

28. Governing Law. This Agreement shall be governed by the laws of the state of Florida.

29. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting this subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

Signature block for Mahanoy Area SD and PROCARE THERAPY. Includes fields for Client Name, Client Representative Signature, Date, ProCare Representative Signature, Date, Print Name, and Title.



ADDENDUM A Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

Assignment Details form including fields for ProCare Consultant (Denise Burstein), School District Name (Mahanoy Area SD), Start Date (12/3/18), End Date (3/8/19), Position (SLP), Position Details (Filling in for FMLA leave), Bill Rate (\$72.00 per hour), Minimum Hours (35), Overtime Rate (1.5 times Bill Rate), Holiday Rate (1.5 times Bill Rate), Billing Workweek (Monday - Sunday), Additional Terms (a, b, c), and Miscellaneous (Half day 12/3/18, Half to full day 12/17/18, Starting full time 2nd semester 1/2/19).

Signature block for Mahanoy Area SD and PROCARE THERAPY, INC. Includes fields for Client Name, Client Representative Signature, Date, ProCare Representative Signature, Date, Print Name, and Title (Senior Director of Educational Resources).

\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty eight (48) hours of client's receipt of this Client Assignment Confirmation.