

AGENDA ITEMS

June 16, 2025

1. Riverside School Board Meeting Minutes – 05/12/25 (Motion #2)
2. List of Insurance Coverages 2025-2026 (Motion #14)
3. List of Depositories 2025-2026 (Motion #16)
4. Act 44 Report (Motion #20)
5. NEIU #19 Intergovernmental Agreement 2025-2026 (Motion #28)

President Armstrong announced that an Executive Session was held prior to the meeting.

A Regular Meeting of the Riverside School Board was held on the above date in the Riverside Administration Office with President Armstrong presiding and the following members present: Barbara Fedor, Linda Joyce, Laura Kobeski, Brandi Luckasavage, Mary Antoniaci McHugh, Anthony Mattioli (via telephone), Tara Meredick, and Dan Nenish.

Also present was Paul M. Brennan and Raymond C. Rinaldi II.

AUDIENCE QUESTIONS/COMMENTS ON ANY AGENDA ITEMS – None

Motion by Mrs. Meredick, seconded by Ms. Kobeski to approve minutes of 14 April 2025 Regular Meeting and to dispense with the reading and accept as delivered. Roll call vote: All in favor.

Motion by Ms. Antoniaci McHugh, seconded by Ms. Kobeski to approve payrolls of 11 April 2025 of \$428,864.92 and 25 April 2025 of \$447,738.93. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mrs. Luckasavage to approve estimated payrolls of 9 May 2025 of \$430,000 and 23 May 2025 of \$435,000. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Ms. Kobeski to approve Treasurer's Report for March 2025 and the un-reconciled ending balances for April 30, 2025. Roll call vote: All in favor.

Motion by Ms. Antoniaci McHugh, seconded by Ms. Kobeski to approve and pay bills when found correct and funds are available. Roll call vote: All in favor.

Motion by Mr. Nenish, seconded by Ms. Kobeski to appoint Daniel Digwood as Athletic Director effective the 2025-2026 school year at a stipend established per the Collective Bargaining Agreement. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mr. Nenish, seconded by Mrs. Meredick to appoint Josh Aniska as Boys' Basketball Head Coach effective the 2025-2026 school year at a stipend established per the Collective Bargaining Agreement. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mr. Nenish, seconded by Mr. Mattioli to appoint Jamie Armillay as Girls' Basketball Head Coach effective the 2025-2026 school year at a stipend established per the Collective Bargaining Agreement. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mr. Nenish, seconded by Mrs. Meredick to appoint Jarad Bonda as Equipment Manager effective the 2025-2026 school year at a stipend established per the Collective Bargaining Agreement. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mr. Nenish, seconded by Mr. Mattioli to appoint Ted Jackson as Football Assistant Coach effective the 2025-2026 school year at a stipend established as per the Collective Bargaining Agreement. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredith, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mrs. Meredith, seconded by Mr. Nenish to post for the following positions effective the 2025-2026 school year at stipends established per the Collective Bargaining Agreement: Boys' Assistant Basketball Coach; Boys' Freshman Basketball Coach; Boys' Junior High Basketball Coach; Girls' Assistant Basketball Coach; Girls' Junior High Basketball Coach. Roll call vote: All in favor.

Motion by Mrs. Meredith, seconded by Mr. Nenish to post for Seasonal Maintenance Workers. Roll call vote: All in favor.

Motion by Ms. Kobeski, seconded by Mrs. Meredith to approve the following Use of Facilities Request(s): **SCHOOL SPONSORED EVENT(S): Key Club - Key Club Induction Ceremony** – High School Auditorium – May 19, 2025 – 6:00 p.m. – 9:00 p.m.*; **Riverside HS Family & Consumer Science Department - Senior Picnic** – High School outside FACS Rooms – May 23, 2025 – 6:30 a.m. – 2:00 p.m.*; **Riverside Aevidum - Mental Health Awareness Fair** – Riverside Soccer Field & High School Auxiliary Gym – May 21, 2025 – 9:00 a.m. – 1:00 p.m.*; **Riverside Boys Basketball - Youth Basketball Camp** – High School Gymnasiums- June 16 – 19, 2025 – 9:30 a.m. – 12:00 p.m.*; **NON-SCHOOL SPONSORED EVENT(S): Natalie Winters - Adult Basketball Games** – High School Gymnasiums – June 2, 2025 - July 29, 2025 - 5:00 p.m. – 9:00

p.m. – Tuesday evenings. Use is contingent upon adherence to the Use of Facilities Policy.

*The School Board recognizes that this is a school-sponsored event. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mrs. Luckasavage to appoint Heather DeNinno as ESY Teacher effective the 2024-2025 school year. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Erica Hann as ESY Teacher effective the 2024-2025 school year. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mr. Nenish to appoint Avery Meredick as ESY Teacher effective the 2024-2025 school year. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Kobeski, Mattioli, Fedor, and Armstrong. ABSTAIN, Meredick. MOTION CARRIED.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Shelby Slaboda as ESY Teacher effective the 2024-2025 school year. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to appoint Lori Bradley as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Mrs. Meredick to appoint Hayley Brower as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to appoint Mackenzie Celuck as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Mrs. Joyce to appoint Anita Davis as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to appoint Terry Fitzmaurice as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Mrs. Joyce to appoint Janette Gallagher as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Ms. Kobeski to appoint Jordyn Kudzinowski as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Ms. Kobeski to appoint Beverly Leasure as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to appoint Leyvina Leon as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Mrs. Joyce to appoint Antonella Telipski as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to appoint Nick Palonis as ESY Aide effective the 2024-2025 school year. An aide rotation and assignments will be provided by the Special Education Director. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mrs. Luckasavage to post for the attached list of extra-curricular positions effective the 2025-2026 school year. Roll call vote: All in favor.

Motion by Ms. Antoniaci McHugh, seconded by Mrs. Meredick to accept the Letter of Intent to Retire from Michelle Basalyga, Speech Teacher, effective August 31, 2025. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to approve the readings of the following Policy Guides: 706.1 – Disposal of Surplus Property, Equipment, Supplies & Textbooks – 3rd reading; 707 – Use of School Facilities – 3rd reading; 800 – Records Management – 3rd reading;

822 – Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)-3rd reading; 830.1 – Data Governance – Storage/Security – 3rd reading; 123.1 – Concussion Management – 2nd reading; 123.2 – Sudden Cardiac Arrest Athletics – 2nd reading; 812 – Property Insurance – 1st reading; and 813 – Other Insurance – 1st reading. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Shelby Slaboda as Special Education Teacher effective the 2025-2026 school year at Step 1, Master's Column at a salary of \$49,566. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Gina Kuckla as Special Education Teacher effective the 2025-2026 school year at Step 1, Bachelor's Column at a salary of \$47,470. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Lorin Manning as Special Education Teacher effective the 2025-2026 school year at Step 1, Bachelor's Column at a salary of \$47,470. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Lindsay Grzyboski as Elementary Education Teacher effective the 2025-2026 school year at Step 1, Bachelor's Column at a salary

of \$47,470. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mrs. Joyce, seconded by Mrs. Meredick to appoint Dana Martin as School Speech and Language Pathologist effective the 2025-2026 school year at Step 7, Master's Column at a salary of \$53,051. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Motion by Mr. Nenish, seconded by Mrs. Luckasavage to authorize McClure Company to complete a HVAC study at Riverside Elementary West. Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to Authorize the (H/F 7-18) homestead and farmstead exclusion real estate tax assessment reductions for the school year beginning July 1, 2025, under the provisions of the Homestead Property Exclusion Program Act (part of ACT 50 of 1998) and the Taxpayers Relief Act (Act 1 of 2006). Roll call vote: All in favor.

Motion by Mrs. Meredick, seconded by Mr. Nenish to dispose of 2000 GMC 2500 Pickup Truck that is inoperable. Roll call vote: All in favor.

Motion by Ms. Antoniaci McHugh, seconded by Mrs. Meredick to authorize the Superintendent to apply for the COPS grant and the STOP grant through the BJA. Roll call vote: All in favor.

Motion by Ms. Kobeski, seconded by Mr. Nenish to adopt the district's proposed budget for the 2025-2026 school year showing estimated expenditures in the amount of \$32,558,143, requiring a milage rate of 128.73. The proposed budget will be available for public inspection on the Riverside School District website or by emailing the District Office. Roll call vote: YES, Joyce, Luckasavage, Antoniaci McHugh, Nenish, Meredick, Kobeski, Mattioli, Fedor, and Armstrong.

Solicitor's Report – None

Academic Affairs Committee Report – Mrs. Joyce reported that PSSA testing is over. Keystone testing is next. Elementary music shows and a high school talent show have taken place.

NEIU 19 Report – School-age programs are all busy with end of year activities. The partial hospitalization program has passed inspection.

Athletic Committee Report – Mr. Nenish stated that track and field still has it champion meets and States. He congratulated Coach Armillay as his appointment to Girls' Head Basketball Coach.

Board Policy Committee - None

Facilities Committee Report – Mrs. Fedor reporting on completed and upcoming projects. The Metz employee of the month is Josh Phillips.

Finance Committee Report – Ms. Antoniaci McHugh stated that our new budget really reflects maintaining our financial health moving forward while investing in our students and staff with the unknown in federal funding. It will be a difficult balancing act.

Student Activities & Communications – Mrs. Meredick reported on recent club activities.

Superintendent's Report - Mr. Brennan stated he shared a link from Mrs. Davis to the board members featuring highlights from the recent European trip. Mr. Brennan thanked Michelle Basalyga for her dedication to Riverside and wished her well in her retirement. Andrew Bennie is relocating with his family. Mr. Brennan thanked him for his service to our district. Mr. Brennan discussed motion #41 (COPS and STOP Grants). Mr. Brennan stated this is a very busy time for our students, especially the senior class. He reported on recent student athletic awards.

OLD BUSINESS - None

OPEN – Michael McKeefery, Moosic, reported on the upcoming VHV festival.

Motion by Mrs. Meredick, seconded by Mrs. Joyce to adjourn. Roll call vote: All in favor.

2025-2026

Line of Business	Carrier
Property	CM Regent Insurance Company
School Leaders E&O	CM Regent Insurance Company
Crime	CM Regent Insurance Company
General Liability	CM Regent Insurance Company
Equipment Breakdown	CM Regent Insurance Company
Auto	CM Regent Insurance Company
Cyber	Ace American
*Active Shooter	McGown
Student Accident	**United States Fire
Workers Compensation	AmTrust
Umbrella	CM Regent Insurance Company

DEPOSITORIES 2025-2026

<u>Account</u>	<u>Financial Institution</u>	<u>Signatures</u>
General Fund	Fidelity Deposit and Discount Bank - Moosic	Board President, Secretary and Treasurer (2 signatures facsimile – 1 signature original)
Health Insurance Fund, Food Service Account, Moosic Tax Account, Athletic Account,	Fidelity Deposit and Discount Bank - Moosic	Superintendent and Business Manager – Original Signatures
Student Activity Fund	Fidelity Deposit and Discount Bank - Moosic	High School Principals - Original Signatures
Elementary Student Council Accounts	NBT Bank - Taylor	Elementary Principal and Elementary Student Council Advisor(s) – Original Signatures
Scholarship Accounts and Taylor Tax Account	NBT Bank - Taylor	Superintendent and Business Manager – Original Signatures
Health Insurance Fund, Food Service Account, Moosic Tax Account, Taylor Tax Account - Internal Wire Transfers	Fidelity Deposit and Discount Bank – Moosic NBT Bank – Taylor	Superintendent and Business Manager – Original Signatures
Scholarship Accounts	PNC Bank	Superintendent and Business Manager – Original Signatures
Capital Improvement Reserve	Fidelity Deposit and Discount Bank - Moosic	Board President, Secretary and Treasurer (2 signatures facsimile – 1 signature original)

EMERGENCY PROCEDURES GUIDE

RIVERSIDE SCHOOL DISTRICT



Per Act 44 of 2018, all coordinators are required to make a report to their school board no later than June 30, 2025 on their school's current safety and security practices and identify strategies to improve school safety and security.

Meeting Date: June 9, 2025

In Attendance: Mr. Scott Pentasuglio, Director of Compliance, Mr. Paul Brennan, Superintendent, School Board Members: Mrs. Carol Armstrong, Mrs. Linda Joyce, Mrs. Barbara Fedor, Mrs. Mary Antoniaci McHugh, Mrs. Tara Meredick, Mr. Dan Nenish, Mr. Anthony Mattioli, Ms. Laura Kobeski, Mrs. Brandi Lucasavage

Items Presented Under Current District Wide Emergency Plans:

1. Monthly local law enforcement meetings.
2. Local Fire Company meetings
3. Emergency Drill Yearly Schedules/Emergency Drill Documentation Forms
4. SAFE2SAY- Staff involvement and written procedures
5. Implementation of student technology device threat/safety check notifications. Lightspeed Technology.
6. District wide AED's. Efficient placement of AED wall hanging units with signage. Monthly inspection reports implemented and carried out by school nursing staff.
7. Continued implementation of threat assessment teams and documentation.
8. Lightspeed software to document student searches.

Improvements:

1. Usage of online threat assessment documentation reports
2. Continued monthly meetings with local law Enforcement-Taylor and Moosic
3. AED Inspections-Google Forms monthly reporting
4. Installation of cameras at Pole Barn
5. Emergency Response Procedures
6. New ID Badge Machine purchase (spring 2024) New process (Fall 2025)
7. Addition of exterior and interior camera systems on Field House (Completed Fall 2025)
8. Mobile Keyless Entry East and RHS gymnasium.
9. Rip and Replace High School Camera System-Completed March 2025

EMERGENCY PROCEDURES GUIDE

RIVERSIDE SCHOOL DISTRICT



Future Plans:

1. Obtain additional Motorola Radios/Repeater-grant applicable
2. Continued mitigation of Risk and Vulnerability Assessment recommendations.
3. Continued local law enforcement/fire monthly meetings
4. Application for future school and workplace safety grants
5. Interior and exterior wayfinding signage
6. Addition of keyless entry module on select field house access doors.
7. Updated PA systems
8. Additional AED purchases for Pole Barn.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this ____ day of _____, in the year 2025 between **RIVERSIDE SCHOOL DISTRICT** of Taylor, Pennsylvania ("District") and **NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT** of 1200 Line Street, Archbald, Pennsylvania ("Intermediate Unit"). In consideration of the promises and covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

Responsibility of the Intermediate Unit

1. During the 2025-2026 school year, as determined by the school calendar adopted by the Board of Directors of the District, the Intermediate Unit shall provide and operate the Programs and Services enumerated in "Schedule A" attached hereto. For purposes of this Agreement, the phrase "Programs and Services" shall mean the following:
 - a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this Agreement in accordance with all applicable provisions of state and federal law in effect throughout the term of this Agreement and any renewal thereof;
 - b. Supervision, administration, classroom management, and evaluation of all Intermediate Unit professional and paraprofessional staff used to implement this Agreement;
 - c. Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this Agreement and for which the Intermediate Unit incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, and materials that are used exclusively by one student and are not essential to the general operation of the Programs and Services shall remain the responsibility of the district in which the student resides;
 - d. Curriculum development and provision of such in-service programs, training, and mentor programs to Intermediate Unit staff as the Intermediate Unit deems necessary to implement this Agreement in accordance with state and federal law and the terms of any applicable labor Agreements to which the Intermediate Unit is party;
 - e. Administrative and clerical support services from departments or programs within the Intermediate Unit other than the special education department, when required in the judgment of the Intermediate Unit for the effective and efficient implementation of this Agreement, provided, however, that any portion of the unit cost for any Programs and

Services attributable to such administrative or clerical support services shall be equal to the applicable indirect cost rate, if any, established by state or federal law in effect during the term of this Agreement or any renewal thereof;

- f. Such classroom space and other facilities as are required to implement this Agreement in accordance with state and federal law in effect during the term of this Agreement or any renewal thereof, to the extent that the Programs and Services are provided or operated in a location that is not owned or leased by the District;
- g. Provision of criminal background information on all individuals for whom such information is required by Section 111 of the Public School Code of 1949, 24 PS §1-111 and by Sections 6354, 6355 and 6356 of the Child Protective Services Act, 23 Pa.C.S. § § 6354, 6355, 6356.

- 2. The Intermediate Unit shall ensure that the Programs and Services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect throughout the term of the Agreement or any renewal thereof, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the Intermediate Unit. When compliance with the requirements of the state or federal law, including the provision of a free appropriate public education ("FAPE"), depends upon the performance, actions, or cooperation of the District, the Intermediate Unit shall make every effort to advise the District accordingly.
- 3. On or before April 15th, the Intermediate Unit shall establish and shall notify the District in writing of the estimated unit cost of each program or service enumerated in or added to Schedule A for the following school year. The Intermediate Unit shall base the unit cost for Programs and Services on the cost that the Intermediate Unit estimates it will incur to provide the Programs and Services in accordance with paragraph 1 during the following school year. These estimated unit costs shall be incorporated into Schedule A and shall thereby be incorporated into this Agreement. For purposes of this Agreement, the term "unit cost" shall mean one of the following, as the parties agree, for each program or service:
 - a. The average cost for a classroom teacher and assistant (where applicable) multiplied by the number of classes required by the District.
 - b. The total, actual cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the number of ADMs reported by the Districts.

- c. The total, actual hourly cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the number of hours of service required by the District.
 - d. The total, actual cost incurred by the Intermediate Unit for the year in question for the program or service multiplied by the percentage of staff time required by the District.
4. Intermediate Unit shall charge the District a total equal to the sum of the individual amounts obtained by multiplying the unit cost for each program or service enumerated in Schedule A by the number of units requested by the District. The number of units requested shall be reflected in Schedule A. The Intermediate Unit shall issue to the District billing statements for the following percentages of this total to be paid as follows:
- | | | |
|--|---|-------------------|
| <i>December 15 in each renewal year thereafter</i> | - | <i>34 percent</i> |
| <i>March 15</i> | - | <i>33 percent</i> |
| <i>June 30</i> | | <i>33 percent</i> |
- The total cost used by the Intermediate Unit for the purpose of billing shall reflect the most recent enrollment data.
5. Upon the close of the term of this Agreement or any renewal year, the Intermediate Unit shall calculate the total, actual cost that it incurred in the implementation of this Agreement, excluding those costs for which the Intermediate Unit received state or federal funding. Upon completion of its final audit, the Intermediate Unit shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this Agreement during the prior school year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the Intermediate Unit shall reimburse the difference to the District or shall credit the difference to amounts due for Programs and Services in the then-current school year.
6. For those Programs and Services provided or operated in school facilities, the Intermediate Unit shall develop the calendar and schedule to be approved by the principal of the district building in which the Programs and Services are located.

Responsibilities of the District

7. On or before March 31, the District shall identify those Programs and Services that the Intermediate Unit will operate in accordance with this Agreement or any renewal thereof ("Program Commitment"). This Program Commitment shall be reflected in Schedule A and shall become part of this Agreement.
8. The District shall pay the Intermediate Unit the amounts specified on the billing statements issued in accordance with paragraph 4. For payments not received by the Intermediate Unit within 10 days of the scheduled date specified in paragraph 4, the District shall pay an additional amount equal to two percent of the total due for seven day period beyond the tenth day.
9. In addition to the payments required by paragraph 8, the District shall provide the following for Programs and Services located in facilities owned or leased by the District:
 - a. Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which is located in reasonable proximity to the regular ebb and flow of building activities;
 - b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building;
 - c. Compliance with accessibility and other applicable building standards under any state or federal law in effect throughout the term of this Agreement and any renewal thereof, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1988.
 - d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the Programs and Services to participate to the maximum extent possible in inclusive educational or extracurricular activities;
 - e. Regular education support and ancillary services including but not limited to such nursing, counseling, library, physical education, food, custodial, and maintenance

services and such inclusive instruction as is necessary to meet the needs of the students assigned to the Programs and Services;

- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect throughout the term of this Agreement and any renewal thereof;

- 10. Also, in addition to the payments required by paragraph 8, the District shall provide the following:
 - a. Such action or cooperation as is required to ensure that the District residents who participate in or are assigned to Program and Services provided or operated in accordance with this Agreement receive a FAPE in accordance with all state and federal laws in effect throughout the term of this Agreement and any renewal thereof;
 - b. Participation in, and commitment of classroom space consistent with, an Intermediate Unit-administered fair share plan in accordance with Section 342.46(c) of the regulations of the Pennsylvania Department of Education, 22 Pa.Code §342.46(c);
 - c. Such programs or services as are required to implement the recommendations of an IEP team or the order of a hearing officer, appeals panel, or court, to the extent that the program or service is beyond the scope of Programs and Services enumerated in Schedule A.
- 11. The obligation of the District to make payments in accordance with paragraph 9 is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The Intermediate Unit shall, however, take all reasonable steps to assist the District to obtain funding.

Free Appropriate Public Education

- 12. The District shall be the Local Education Agency ("LEA") for all special education purposes. As such, the District maintains the sole and exclusive obligation to provide a FAPE in the least restrictive environment to each and every student who resides within the District's boundaries. The Intermediate Unit shall not be the LEA for the provision of FAPE in any manner.

MDE and IEP Responsibilities

13. The District, in cooperation with the Intermediate Unit, shall remain responsible for conducting all Child Find activities, including, but not limited to, annual notices, instructional support, utilization of RTI/MTSS, if applicable, and all evaluations and formal assessments of all District students receiving Programs and Services in accordance with this Agreement. The availability of psychological and other diagnostic staff provided by the Intermediate Unit in accordance with Schedule A shall be determined by a work schedule established by the District and the Intermediate Unit which complies with the applicable legal timelines for completion of evaluation reports.
14. Appropriate Intermediate Unit staff i.e., special education teacher, regular education teacher and/or other individuals who have knowledge or special expertise regarding the student, including related services personnel, etc., shall be members of the MDE and/or IEP team and shall attend all MDE and IEP team meetings that concern the student, unless excused by the District in writing. Nothing in this paragraph, however, shall require the Intermediate Unit to make available any staff member not directly involved in the provision of Programs and Services in accordance with this Agreement. The District shall provide notice to the Intermediate Unit at least ten (10) days before the date of any meeting. The District and the Intermediate Unit shall mutually decide the location of the meeting. In the event the District and the Intermediate Unit cannot agree, the meeting shall take place at the location at which the student receives Programs and Services.
15. The District is responsible for preparation and issuance of all special education documents, including but not limited to, Procedural Safeguards, IEP including FBA and PBSP, Invitation to Participate, Notice of Recommended Educational Placement (“NOREP”), Permission to Evaluate or Re-evaluate (“PTE”), and Initial Evaluation and Re-evaluation Reports with the support of the Intermediate Unit professionals assigned to specific students provided that there is current availability of psychological and other diagnostic staff provided by the Intermediate Unit as determined by a work schedule established by the Intermediate Unit which complies with the applicable legal timelines for completion of re-evaluation reports. All initial evaluations will be conducted by the District. All paperwork out of compliance at the time of referral to Intermediate Unit services will be furnished by the District.

16. The District and the Intermediate Unit shall consult to determine the feasibility of implementation of the IEP. The District and the Intermediate Unit shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the Programs and Services enumerated in Schedule A. In the event the recommendations of the IEP team require the provision of programs, services, accommodations, or support not within the scope of the Programs and Services enumerated in Schedule A, but are available through the Intermediate Unit, Schedule A will be revised to include such provisions.

Implementation of Special Education Programming

17. The Intermediate Unit shall implement, in accordance with state and federal law, the individualized education program ("IEP") of a District student receiving Programs and Services in accordance with this Agreement.

Exchange of Education Records

18. To the extent permitted by law, the District and the Intermediate Unit shall exchange with each other all education records maintained by them concerning a District student receiving Programs or Services in accordance with this Agreement and shall continue to do so as long as the student receives said Programs or Services. To facilitate the exchange of information without prior parental consent, the District shall include within its annual notifications that the District has a policy of disclosing educational records to the Intermediate Unit for the legitimate educational purpose of providing Programs and Services to District students as part of its student records policy in accordance with law.

Cooperation

19. The District and the Intermediate Unit shall fully cooperate with each other in both, the administration of this Agreement and in the event of claims by third parties. In the event a claim is made against the District in an administrative, state or federal proceeding, and, to the extent a student who resides within the boundaries of the District participated in Programs and Services in accordance with this Agreement, the Intermediate Unit shall fully cooperate in the preparation and

defense of that lawsuit. Upon request by the District, Intermediate Unit staff shall provide all requested documentation and participate in all of the following, including, but not limited to: information gathering sessions, witness preparation and/or document review sessions; telephone conferences; mediation; motions and/or hearings; due process hearings; and, state or federal court proceedings. The District shall provide timely notice and cooperate with the Intermediate Unit to hold and/or conduct any aforementioned activity at mutually acceptable times, dates and locations, when possible.

20. All costs directly caused by, or associated with any activity referenced in paragraph 19, shall be the sole and exclusive responsibility of the Intermediate Unit, including, but not limited to, travel expenses, salary, overtime, and coverage or substitution costs. The District shall be responsible for the costs of copying any documents requested from the Intermediate Unit, but the Intermediate Unit shall not withhold provision of those documents for payment.

Duration, Renewal, and Termination of Agreement

21. This Agreement shall take effect on July 1, 2025, and shall remain in full force and effect, subject to adjustments in accordance with paragraph 4, through June 30, 2026.
22. This Agreement shall renew automatically for one school year commencing July 1, 2026 and from school year to school year thereafter, unless the Intermediate Unit receives written notice of nonrenewal on or before March 31 immediately preceding the renewal year from the District. If the District fails to provide timely notice of nonrenewal in accordance with this paragraph, this Agreement shall renew, at the option of the Intermediate Unit, for the next school year beginning July 1 and terminating effective June 30 of the next year.
23. If the termination or nonrenewal of this Agreement necessitates the suspension of professional employees employed by the Intermediate Unit, and the District continues to operate the Programs or Services affected by the termination or nonrenewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public School Code of 1949, 24 PS §11-1113.

Liability/Indemnification

24. The District shall indemnify, defend and hold harmless the Intermediate Unit and any director, officer, agent or employee of the Intermediate Unit against any causes of action, actual damage, loss, or cost, including, but not limited to reasonable attorney's fees, prevailing party fees, as per federal and state law, costs, and compensatory education that result from:

(a) any actionable breach of the promises and representations made by the District to the Intermediate Unit in this Agreement;

(b) the failure of the District to perform any responsibilities under or agreed to be performed under this Agreement;

(c) the negligent or intentional misconduct of an employee of the District;

(d) the failure to develop the appropriate programming that is required for the provision of FAPE to a student who resides within the District's boundaries; and/or,

(e) the failure to provide appropriate maintenance on and/or the failure to properly operate any equipment or vehicle owned and/or operated by the District.

The District shall reimburse the Intermediate Unit on demand for any such damage, loss, or cost.

25. The Intermediate Unit shall indemnify, defend and hold harmless the District and any director, officer, agent or employee of the District against any causes of action, actual damage, loss, or cost, including, but not limited to reasonable attorney's fees, prevailing party fees, as per federal and state law, costs, and compensatory education that result from:

(a) any actionable breach of the promises and representations made by the Intermediate Unit to the District in this Agreement;

(b) the failure of the Intermediate Unit to perform any responsibilities and/or obligations agreed to be performed under this Agreement;

(c) the failure of the Intermediate Unit to implement, in accordance with state or federal law, the IEP of a District student receiving Programs or Services in accordance with this Agreement;

(d) the negligent or intentional misconduct of an employee of the Intermediate Unit;

(e) the failure to promptly notify the District of any change of circumstances that may necessitate a change of Programs or Services or placement for a student of the District; and/or,

(f) the failure to provide appropriate maintenance on and/or the failure to properly operate any equipment or vehicle owned and/or operated by the District.

The Intermediate Unit shall reimburse the District on demand for any such damage, loss, or cost.

26. Nothing in this Agreement shall be construed to alter or limit the obligation of the District to afford students who reside within its boundaries a FAPE in the in the least restrictive environment in accordance with state and federal law.
27. Nothing in the Indemnification section of this Agreement shall be construed to waive the immunities or expand the limitations on liability granted to the District and/or the Intermediate Unit under the Political Subdivision Torts Claims Act.

Insurance

28. The District and the Intermediate Unit shall each obtain and maintain sufficient liability insurance for purposes of indemnification in the amount not less than \$1,000,000 per incident or occurrence and shall provide the other party to this Agreement with evidence of this coverage on demand.

Miscellaneous

29. None of the administrative, professional, paraprofessional, or support staff provided by the Intermediate Unit under the terms of this Agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the Intermediate Unit for any purpose.
30. This Agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect throughout the term of the Agreement or any renewal thereof, including the Individuals with Disabilities Education Improvement Act and its implementing regulations, the Rehabilitation Act of 1973 and its implementing regulations, Titles VI and IX of the Civil Rights Act of 1964 and their implementing regulations, the Family Education Rights and Privacy Act and its implementing regulations, the Pennsylvania Public School Code of 1949, and Chapter 14 of the regulations of the State Board of Education. To the extent that any law is construed as inconsistent with the language of this Agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.
31. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be

stricken from this Agreement, and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.

32. In the event any dispute arises between the District and the Intermediate Unit with regard to the interpretation of any term of this Agreement, the parties agree that the drafting of this Agreement, or any instrument referred to herein, shall not be deemed the act of any party or its agent and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable.
33. The District and the Intermediate Unit agree that any disputes that arise among or between the District and the Intermediate Unit may be submitted to binding arbitration according to such terms and/or conditions agreed upon by the disputing parties at the time of arbitration.
34. Modifications to or adjustments in Schedule A as permitted or required by this Agreement shall in all cases be made in writing executed by a representative of the parties and shall become part of this Agreement regardless of whether a modified or adjusted Schedule A is affixed hereto.
35. This Agreement constitutes the entire Agreement and understanding between the Intermediate Unit and the District concerning the Programs and Services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understandings, written or oral, on this subject. Any modification to this Agreement shall be in writing executed by the legal representatives of the parties.

NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT

ATTEST: _____

BY: _____
NEIU Executive Director

RIVERSIDE SCHOOL DISTRICT

ATTEST: _____

BY: _____

**NORTHEASTERN EDUCATIONAL INTERMEDIATE UNIT
RESOLUTION**

WHEREAS, pursuant to 22 PA Code Section 14, school districts may expend said funds and provide said programs and services either by direct service or through arrangements with other agencies; and,

WHEREAS, pursuant to 22 PA Code Section 14, *RIVERSIDE School District* is required to specify which, if any, services will be provided by contract with intermediate units or other agencies; and,

WHEREAS, the District has concluded and determined that the programs and services below listed can be more efficiently or economically operated by contracting with the *Northeastern Educational Intermediate Unit (NEIU)* for provision of same;

BE IT THEREFORE RESOLVED that the attached contract(s) with *NEIU* for provision of special education programs and services as specified therein are hereby approved for the 2025-2026 school year and thereafter until expiration in accordance with the terms thereof.

RIVERSIDE SCHOOL DISTRICT

By: _____
Board President

ATTEST:

Board Secretary

Date: _____



1200 Line Street
Archbald, PA 18403-1918
(570) 876-9200
Fax: (570) 876-8662

Dr. Kathleen Sottile
Executive Director
Kelly Dickey
Special Education Director

	25/26 Estimated Costs	
Life Skills	35,595.97	
MDS	47,769.64	
Emotional Support	73,935.62	
Autism	36,730.40	
SOAR	47,314.97	
STRIVE	12,962.42	***
NEIU Works (formerly Auto Shop)	22,899.97	**
OT	135.69	*
PT	161.07	*
Speech	160.48	*
Hearing	163.03	*
Vision	176.71	*
Center Based Costs	14,504.49	

- * hourly cost; everything else is costed out at 1 FTE
- ** half-day enrollment for NEIU Works is \$11,449.99
- *** half-day enrollment for STRIVE is \$6,481.21