

AGENDA ITEMS

November 10, 2025

1. Riverside School Board Meeting Minutes – 10/14/25 (Motion #2)
2. Student Activity Accounts (Motion #13)
3. Consulting Agreement (Motion #21)

Riverside Minutes
Regular Meeting

October 14, 2025
Riverside Administration Office

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: Linda Joyce, Laura Kobeski, Brandi Luckasavage, Mary Antoniaci McHugh (via telephone), Anthony Mattioli, and Dan Nenish. Absent: Barbara Fedor and Tara Meredick.

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

AUDIENCE QUESTIONS/COMMENTS ON ANY AGENDA ITEMS – None

Motion by Ms. Kobeski, seconded by Mr. Mattioli to approve minutes of 8 September 2025 Regular Meeting and to dispense with the reading and accept as delivered. Roll call vote: All in favor.

Motion by Mr. Nenish, seconded by Mrs. Luckasavage to approve payrolls of 12 September 2025 of \$438,289.79 and 26 September 2025 of \$489,055.73. Roll call vote: All in favor.

Motion by Ms. Kobeski, seconded by Mr. Mattioli to approve estimated payrolls of 10 October 2025 of \$437,000 and 24 October 2025 of \$438,000. Roll call vote: All in favor.

Motion by Mr. Nenish, seconded by Mrs. Luckasavage to approve Treasurer's Report for August 2025 and the unreconciled balances as of September 30, 2025. Roll call vote: All in favor.

Motion by Mr. Nenish, seconded by Mr. Mattioli to approve and pay bills when found correct and funds are available. Roll call vote: All in favor.

Motion by Mr. Nenish, seconded by Mr. Mattioli to post for the following positions effective the 2025-2026 school year at stipends outlined in the Collective Bargaining Agreement: Baseball Head Coach, Softball Head Coach, Spring Tennis Head Coach, Boys' Track Head Coach, Girls' Track Head Coach, and Junior High Track Head Coach. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Ms. Kobeski to appoint Rosa Guerrero as Part-Time Translator. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mrs. Luckasavage to approve the readings of the following Policy Guides: 254 – Educational Opportunity for Military Children – 3rd reading; 209.2 – Diabetes Management – 2nd reading; 103.1 – Non Discrimination Qualified Students with Disabilities – 1st reading; 113.3 – Screening and Evaluations for Students with Disabilities – 1st reading. Roll call vote: All in favor.

Motion by Ms. Antoniaci McHugh, seconded by Ms. Kobeski to approve the Leave Request of Natalie Winters, Secondary Teacher, as outlined in her letter on file in the Superintendent's Office. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Mr. Mattioli to approve the Leave Request of Josh Aniska, Elementary Teacher, as outlined in his letter on file in the Superintendent's Office. Roll call vote: All in favor.

Motion by Ms. Antoniaci McHugh, seconded by Ms. Kobeski to approve the Dual Enrollment Agreement between the Riverside School District and the University of Scranton. Roll call vote: All in favor.

Motion by Mrs. Joyce, seconded by Mr. Nenish to approve Tertus to provide transportation for the 2025-2026 school year at rates outlined in the District's transportation salary schedule. Tertus must alert Scott Pentasuglio if there is a change in the status of their clearances, car insurance, and car registration. Roll call vote: All in favor.

Motion by Ms. Kobeski, seconded by Mr. Nenish to approve the following Use of Facilities Request(s): **SCHOOL SPONSORED EVENT(S): Riverside Vikings PTA – Fundraiser** Distribution - East Multi-Purpose Room – November 16, 2025 – 8:00 a.m. – 1:00 p.m.*; **REE Student Help Fund** – Breakfast with Santa - High School Cafeteria, Commons & Front of Building – November 29, 2025 – 6:00 a.m. – 1:00 p.m.*; **National Honor Society** – Veterans' Breakfast – Riverside High School Cafeteria – November 11, 2025 – 7:30 a.m. – 11:00 a.m.*; **National Honor Society** – Induction – Riverside High School Auditorium – November 19, 2025 – 5:00 p.m. – 8:00 p.m.*; **Taylor American Legion Auxiliary** – Children's Christmas Party – Riverside High School Cafeteria – December 13, 2025 – 12:00 p.m. – 2:00 p.m.*; **RYBA** – Youth League Basketball Games – High School gyms – November 8, 2025 – March 28, 2026 (Saturdays

only) – 10:00 a.m. – 6:00 p.m.*; **Johanna Reed, Band Director** – Band Festival/Practice – High School Auditorium and Gym – May 14, 2026 (Auditorium all day for set up & Gym 3:00 p.m. for set-up) and May 15, 2026 - 7:00 a.m. – 9:00 p.m.*; **Paul Brennan/Anthony Mattioli** – District Gyms – Basketball Instruction & Games*. **NON-SCHOOL SPONSORED EVENT(S): Gina Aldrich – MYC School of Dance** – Dance Recital/Practice - High School Auditorium - May 2, 2026 – 10:30 a.m. & May 3, 2026 – 4:30 p.m. *The School Board recognizes that this is a school-sponsored event. Use is contingent upon adherence to the District Policy on Use of Facilities. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Ms. Kobeski to appoint Ashley LaRue as Aide. This position is for 6 hours per day, 5 ½ hours paid and ½ hour unpaid lunch at \$15.00 per hour. Roll call vote: All in favor.

Motion by Mrs. Luckasavage, seconded by Mrs. Joyce to appoint Danielle Lewis as Aide. This position is for 6 hours per day, 5 ½ hours paid and ½ hour unpaid lunch at \$15.00 per hour. Roll call vote: All in favor.

Solicitor's Report - None

Academic Affairs Committee – Mrs. Joyce reported that Riverside has students participating in other schools, work assignments, and co-ops, including Johnson Technology, Geisinger nursing, Lackawanna College, and University of Scranton, and Sportswire.

NEIU Report – Mrs. Joyce reported on various trainings being held at the NEIU 19.

Athletic Committee – Mr. Nenish acknowledged the 100th win by cross-country coach Jared Godlewski, the 100th win by coach Harry Armstrong, and the boys' and girls' soccer championships.

Board Policy Committee - None

Facilities Committee - None

Finance Committee – Ms. Antoniaci McHugh stated that budget update will be discussed in November. The business manager will be coming in.

Student Activities & Communications - None

Superintendent's Report – Mr. Brennan acknowledged Mrs. Samsell and her class attendance at the meeting. He talked about Motion #9 and the work that is done with our Policy Guides. He talked about getting more students involved and connected with programs such as Sportswire. He will be attending three days of superintendent leadership training at the Naval Academy in Maryland this week. Mr. Brennan, Mrs. Wydeen, and Mr. Yarem will be presenting at the state leadership conference on Sunday at Kalahari. Mr. Brennan announced that the circle around Riverside Elementary East will be named "George Bieber Way" as a tribute to George Bieber.

OLD BUSINESS – None

OPEN – Mary Burke, Taylor, stated that Riverside is the only school in Lackawanna County that allows coaches' children to attend school without living in the District. Ms. Burke stated that monies allowing coaches' children to attend Riverside could be used for giving para-educators health insurance. Mr. Nenish and Mr. Mattioli responded. Ms. Burke questioned who Tertus transportation was. Mr. Brennan responded. Ms. Burke asked if we have libraries in all three schools. Mr. Brennan responded. Ron Gallagher, Taylor, predicted that Riverside will win the football game on Friday. Marion Maurer, Moosic, questioned why we have two principals instead of a vice-principal and a principal. Mr. Brennan responded.

Motion by Ms. Kobeski, seconded by Mrs. Luckasavage to adjourn. Roll call vote: All in favor.

2025/26 Student Activity**August 2025 September 2025**

Balance Per Bank Statement	73418.34	\$70,484.20
ADD:		
Deposits in Transit	677.14	\$677.14
LESS:		
O/S Checks	\$2,948.86	\$7,270.21
Balance Per Books:	\$71,146.62	\$63,891.13
Club Balance:	\$71,146.62	\$63,891.13
DIFFERENCE:	\$0.00	\$0.00

Club Monthly Balance

Art Club	\$659.22	\$659.22
AV Club		
Band	\$229.27	\$229.27
Chorus	\$1,100.06	\$1,100.06
Senior Class	\$1,157.57	\$966.77
Junior Class	\$3,966.07	\$3,966.07
Sophomore Class	\$2,160.00	\$2,160.00
Freshman Class	\$876.72	\$876.72
8th Grade	\$0.00	\$0.00
Viking Cafe	\$12,924.80	\$12,534.66
Drama	\$19,645.56	\$14,201.06
FBLA	\$1,038.83	\$738.83
Graphic Arts	\$1,613.43	\$1,613.43
Library	\$161.85	\$161.85
Life Skills	\$914.33	\$914.33
Esports	\$130.00	\$130.00
Math	\$807.94	\$807.94
Miscellaneous	\$718.10	\$718.10
NHS	\$2,397.49	\$2,547.49
Mass Media (formerly Newspaper)	\$217.00	\$217.00
Scholastic Bowl	\$836.20	\$836.20
Science Club	\$462.14	\$462.14
Ski Club	\$469.28	\$469.28
World Languages (Previously Spanish &	\$5,276.03	\$5,276.03
Key Club (Previously SADD)	\$1,646.83	\$1,393.70
Student Council	\$1,233.66	\$1,233.66
Student Help	\$5,169.08	\$4,342.16
Viking Read	\$215.13	\$215.13
Yearbook	\$5,120.03	\$5,120.03
MiniThon		

Total: \$71,146.62 \$63,891.13

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RIVERSIDE SCHOOL DISTRICT
RIVERSIDE ELEM STUDENT COUNCIL
900 SCHOOL ST
MOOSIC PA 18507-1641



Managing Your Accounts

Office Name Moosic Office
 Mailing Address 4010 Birney Avenue
Moosic, PA 18507
 Customer Care 1-800-388-4380
 Website www.bankatfidelity.com



IMPORTANT NOTIFICATION FOR BUSINESS ACCOUNTS WITH TREASURY MANAGEMENT SERVICES

Effective November 1, 2025, fees will change for the following Treasury Management services: ACH Origination, Remote Deposit Capture, Check & ACH Positive Pay, Check & ACH Block, Reverse Positive Pay, Business Sweep, Automated Commercial Line of Credit Sweep, and Zero Balance Account (ZBA) service. Additionally, a monthly fee will apply to clients that utilize our Online Wire Transfer service.

The impact of these changes on your business will depend on the mix of services used. Fees for Treasury Management services are listed on your monthly checking and/or account analysis statement. For Business Analysis Checking accounts, the fees may be reduced or offset by the earnings credit for your account.

We are happy to review the changes with you. Please contact Business Services at 570-365-8207 for specific information regarding these changes.

Summary of Accounts

Account Type	Account Number	Ending Balance
Public Funds Checking	XXXXXXXXX2212	\$12,636.98

Public Funds Checking - XXXXXXXXXX2212

Account Summary

Date	Description	Amount
08/30/2025	Beginning Balance	\$13,603.79
	0 Credit(s) This Period	\$0.00
	3 Debit(s) This Period	\$966.81
09/30/2025	Ending Balance	\$12,636.98

Other Debits

Date	Description	Amount
09/29/2025	MISCELLANEOUS DEBIT	\$818.00
09/29/2025	XX4663 PURCHASE-SIG 09/28 05:22 AMAZON MKTPL* AQ4 Amzn.com/bill WA 00000000 03263	\$59.34
09/29/2025	XX4663 PURCHASE-SIG 09/26 08:48 EVENTGROOVE EVENTGROOVE.C MT C3VHOY20 082604	\$89.47

3 item(s) totalling \$966.81

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

For questions about your statement, contact Fidelity Bank's Customer Care Center at 1-800-388-4380

EMAIL: fidelity@fddb.com

WEBSITE: www.bankatfidelity.com

WEBSITE: www.bankatfidelity.com

WEBSITE: www.bankatfidelity.com

Scranton, PA 18501

To report a lost or stolen Fidelity Credit Card, call 1-800-423-7503 immediately.

Telephone us at 1-800-388-4380. Or, you may direct any Electronic Funds Transfer questions to: Fidelity Bank, ATTN: Deposit Operations Department, PO Box 997, Scranton, PA 18501, as soon as you can. If you need more information about a transfer or if you think a statement or receipt is incorrect, we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name, account number and the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about and explain why you believe there is an error or why you need additional information.

We will investigate your complaint and will correct any errors we find promptly. If we take more than ten (10) business days to do this, we will credit your account for the full amount you believe is in error so that you will have use of the money during the time it takes us to complete our investigation.

a.) the person or company making the deposit will tell you every time they send us the money OR

- b.) you can call us at 1-800-388-4380 to find out whether or not the deposit has been made and the exact amount

Preauthorized transfers including Electronic Fund Transfers, overdraft protection using a savings account, check, draft, debit card, point-of-sale or similar order made to a third party are limited to six (6) transfers from your account per calendar month.

LRA CHECKS DO NOT SUM TO 100% SPREADSHEET

[illegible]

Enter balance for this statement \$ _____

Add recent deposits not credited on this statement + \$

Total: \$

Subtract total of
outstanding debits: \$

Balance: \$

This balance should agree with your checkbook balance after considering service charges and interest if applicable, shown on this statement.

Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a periodic rate of finance charge to the "principal balance" of your loan account each day. To figure the "principal balance" for each day, we first take your loan balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (Apportion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. The final figure is the "principal balance".

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you believe your bill is incorrect or if you need more information about a transaction on your bill, write or email us at: Fidelity Bank, ATTN: Loan Operations Department, PO Box 997, Scranton, PA 18501 or fidelity@fiddbank.com. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. You must write or email. In your correspondence, provide us with the following information:

- Tell us your name, account number and the dollar amount of the suspected error.
- Describe the error or the transfer you are unsure about and explain why you believe there is an error or why you need additional information.

If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is incorrect. To stop the payment, your written message must reach us three (3) business days before the automatic payment is scheduled to occur.

We must acknowledge your letter within thirty (30) days unless we've corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bills were correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount in question, including finance charges and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the portions of your bill that are not in question.





52 South Broad Street
Norwich, New York 13815

September 2025

Reporting Activity 09/01 - 09/30

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RIVERSIDE SCHOOL DISTRICT
RIVERSIDE ELEM W/STUDENT CONL
601 S MAIN ST
TAYLOR PA 18517-1835

At Your Service

Customer Service 1.800.NBT.BANK
(1.800.628.2265)

Website nbtbank.com

Loan Payment Address P.O. Box 149
Canajoharie, NY 13317

Email Address customerservice@nbtbank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
Government Interest Checking	RIVERSIDE ELEM W/STUDENT CONL XXXXXXXX8504	\$39,615.49

Government Interest Checking - XXXXXXXX8504

Account Summary

Date	Description	Amount
09/01/2025	Beginning Balance	\$40,375.06
	5 - Checks / Debits	\$832.15
	2 + Deposits / Credits	\$71.92
09/30/2025	Ending Balance	\$39,615.49

Interest Summary

Description	Amount
Interest Earned From Through	
Annual Percentage Yield Earned	0.00%
Interest Days	0
Interest Withheld	\$0.00
Interest Paid	\$0.66
Interest Paid Year-to-Date	\$6.35
Interest Withheld Year-to-Date	\$0.00

Account Activity

Transaction Date	Description	Debits	Credits	Balance
09/10/2025	CHECK #1887	\$213.57		\$40,161.49
09/12/2025	CHECK #1888	\$40.04		\$40,121.45
09/16/2025	CHECK #1832	\$156.31		\$39,965.14
09/16/2025	CHECK #1881	\$85.86		\$39,879.28
09/29/2025	VENMO CASHOUT RIVERSIDE WEST STUDENT		\$71.92	\$39,951.20
09/30/2025	CHECK #1882	\$336.37		\$39,614.83
09/30/2025	INTEREST PAYMENT		\$0.66	\$39,615.49

Checks Paid

Check #	Date	Amount	Check #	Date	Amount	Check #	Date	Amount
1832	09/16/2025	\$156.31	1882	09/30/2025	\$336.37	1888	09/12/2025	\$40.04
1881*	09/16/2025	\$85.86	1887*	09/10/2025	\$213.57			

* Indicates skipped check number



Member FDIC

00001/0001 0001/0002 00001/0001 0001/0002



52 South Broad Street
Norwich, New York 13815

September 2025

Reporting Activity 09/01 - 09/30

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Government Interest Checking - XXXXXXXXX8504 (continued)

Daily Balances

Date	Amount	Date	Amount	Date	Amount
08/31/2025	\$40,375.06	09/12/2025	\$40,121.45	09/29/2025	\$39,951.20
09/10/2025	\$40,161.49	09/16/2025	\$39,879.28	09/30/2025	\$39,615.49

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

Service Charge Summary

Description	Amount
	\$0.00
	\$0.00
	\$0.00
Total Service Charge	

Interest Rate Changes

Interest Rate As Of Date	Interest Rate
09/02/2025	0.0200%



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CONSULTING AGREEMENT

This Agreement is made effective as of _____, 2025, by and between **Edu Consult LLC** (hereinafter referred to as the "Consultant") with a principal place of business at PO Box 118, Clarks Summit, PA 18411, and **Riverside School District** (hereinafter referred to as "Riverside") with a business address of 601 South Main Street, Taylor, PA 18517 with respect to certain consulting services (the "Services") to be performed for Riverside's benefit by the Consultant, on the terms and conditions set forth herein. Each of Consultant and Riverside is referred to as a "Party," and collectively they are referred to herein as the "Parties."

WHEREAS, Consultant possesses knowledge, skill, and experience in the field of Federal and State Grant Funding; and

WHEREAS, Riverside desires to engage Consultant on the terms hereinafter set forth as an independent contractor. To avail itself of the Consultant's expertise on an as-requested basis.

NOW, THEREFORE, it is agreed as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on _____, the Consultant will provide the following services (collectively, the "Services") to Riverside :

a. **Services:**

Strategy & Readiness

Conduct a needs assessment of Riverside and its programs.
Research the demographics of the Riverside School District area and organizations/populations. Check if Riverside has the capacity for the grant requirements. Create a funding strategy and timeline.

Finding Grants

Research and identify funders that match the mission and outcomes of programs.
Respond to specific needs/asks from Riverside.

Writing Proposals

Draft and edit grant applications.

Prepare budgets with designated contact and required attachments.

Managing the Process

Track deadlines and submissions.

Keep communication with funders organized.

Keep communication with Riverside.

Reporting & Compliance

Submit progress and financial reports.

Make sure all funder rules are followed.

Lobbying Services

Access to lobbying services through consulting services

2. PERFORMANCE OF SERVICES. The consultant will determine the method, details, and means of performing the Services. Consultant will use best efforts to perform the Services in a manner satisfactory to Riverside and will devote the amount of time reasonably necessary to perform the Services. Riverside will rely on the Consultant to work as many hours as may be reasonably necessary to fulfill the Consultant's obligations under this agreement. Services and hours will be discussed monthly in a meeting between the Consultant and Riverside.

3. PRICING/PAYMENT. The Riverside shall pay the Consultant a fee of Two Thousand (\$2,000.00) Dollars (the "Monthly Fee") per month.

4. TERM/TERMINATION. This Agreement shall remain in effect for twenty-four (24) months upon evaluation and may be renewed, unless canceled with ninety (90) days' written notice to the Consultant.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Riverside and not an employee of Riverside. Riverside will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits for the benefit of the consultant. Consultant shall be

responsible for, and hold Riverside harmless and indemnify it against any liability for income, gross receipts, sales or other taxes or contributions of any kind whatsoever relating to the services to be performed by Consultant hereunder or Riverside's payment of consulting fees to Consultant.

Consultant has no authority to contract for bind, or in any way make promises, representations or commitments for, on behalf of or in the name of Riverside.

6. CONFIDENTIALITY OF RECORDS. The Parties shall comply with all applicable laws, rules, and regulations whether now in effect or hereafter enacted or promulgated. The Parties recognize that the student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"). FERPA permits disclosure of student "educational records" to "school officials" that have a "legitimate educational interest" in the information. In accordance with FERPA, Riverside can designate other entities, including vendors and consultants, as "other school officials." For purpose of this Agreement only, the Consultant is determined to fall within the category of "school official." Neither Party, their agents, nor their assignees shall disclose student educational records to any third party, except with the prior written consent of the student (or parent, where applicable) and as permitted by law. Approved re-disclosures to third parties shall not exceed the purpose for the original disclosure. Further, the Consultant, should he or she disclose student educational records, is obligated to maintain a list of entities, agencies, or organizations to whom the records were disclosed, identifying which records were disclosed and the purpose for each disclosure. Any disclosures made shall comply with Riverside's definition of "legitimate educational interest."

The Parties agree and warrant that they shall use student educational records solely to accomplish their obligations and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and Riverside's policies and procedures. The Parties agree to take appropriate legal action against any unauthorized use or disclosure of any student educational record. The Parties agree to comply with all Federal and Pennsylvania statutes that prohibit discrimination. The Parties certify that all persons employed by and students served by the Parties shall be treated equally without regard to race, religion, ancestry, national origin, sex, age, disability, marital status, political affiliation, or beliefs. The Parties will use, restrict, safeguard, and dispose of all information related to services provided by this Agreement in accordance with all relevant federal and local statutes, regulations, and policies.

7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered electronically with submission of a receipt notice.

If for Consultant:

Megan Barrett
mbarrett@totalgrantservices.com
Edu Consult, LLC
PO Box 118
Clarks Summit, PA 18411

If for Riverside:

Paul Brennan, Superintendent
pbrennan@riversidesd.com
Riverside School District 601
South Main St.
Taylor, PA 18517

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

8. INDEMNITY. Consultant shall indemnify and hold harmless Riverside, its officers, employees, trustees, agents and students from and against any and all claims, damages, judgments, actions and causes of action, including but not limited to, the cost, expenses and reasonable legal fees incurred in defending any and all such claims, actions and lawsuits, arising by reason of the acts or omissions of Consultant in the course of Consultant's performance under this Agreement. Riverside agrees to give Consultant written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within thirty (30) days of becoming aware of the same.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES.
All information, materials, reports, drawings, literary works, software, presentations, designs, plans, concepts, ideas and other work product that Consultant creates or develops for Riverside as part of the Services ("Work Product"), including Work Product produced

prior to the date of execution of this Agreement that was created for Riverside, shall be owned solely by Riverside, and Consultant hereby assigns over to Riverside, and hereby automatically assigns over to Riverside in the future for no additional consideration other than the payments Consultant is entitled to hereunder, all right, title and interest in and to such Work Product, including all copyrights, patents, trade secrets and other proprietary rights contained or embodied therein ("Intellectual Property"). Consultant agrees that all Work Product is "work made for hire" under Title 17 of the United States Code.

Consultant shall execute all such assignments, oaths, declarations, and other documents, and shall provide all such information, documentation, and assistance, as may be determined by Riverside to be required to effectuate the foregoing, or to perfect, enforce or defend the Intellectual Property. In the event Consultant fails or refuses to take such actions and execute such documents, Consultant hereby appoints Riverside's then Superintendent as Consultant's attorney-in-fact to take such actions and to execute such documents and agrees that this agency is coupled with an interest and is irrevocable.

Riverside, in its sole discretion, shall determine the extent of the proprietary rights, if any, to be protected in or based on Work Product. Consultant shall promptly, upon demand by Riverside, and notwithstanding any disputes, deliver over to Riverside all copies, drafts, Work Product in its then current state, and other materials that have been created or developed as of that point under this Agreement.

13. REPRESENTATIONS AND WARRANTIES. Consultant makes the following material representations to Riverside in order to induce Riverside to enter into this Agreement, and acknowledges that Riverside has reasonably relied upon each of these

representations and but for each and every one of these representations, Riverside would not enter into this Agreement. (a) With the exception of matters it identifies in writing as contributed by third parties, or in respect of public domain materials, all input into Work Product is original to the Consultant and does not violate any agreement or Intellectual Property rights of a third party; (b) Consultant has the qualifications, licenses (if any are required by law or necessary to perform the Services) and ability to perform the Services in a professional manner, without the advice, control, or supervision of Riverside. Consultant shall be solely responsible for the professional performance of the Services; (c) Consultant has not entered into any agreement that prohibits all or any part of the Services to be performed under this Agreement and Consultant is not under any existing obligation that would inhibit or prevent him/her from performing the Services; (d) Consultant has not taken any confidential or proprietary information or trade secrets of any other person or entity by whom Consultant has previously been employed or retained as a contractor, or is retained or employed by, and Consultant shall not use any such information in the performance of his/her Services; and (e) Consultant has not granted any rights or licenses to any intellectual property or technology that would conflict with Riverside's rights or Consultant's obligations under this Agreement. If Consultant uses any of Consultant's pre-existing Intellectual Property in developing the Work Product, Consultant shall inform Riverside of the nature of such pre-existing rights in writing, and Consultant shall (and hereby does) grant to Riverside a nonexclusive, perpetual and irrevocable worldwide license and right to copy, distribute and use the Consultant's pre-existing Intellectual Property, as it subsists in the Work Product, to exploit and fully enjoy the benefits of the

Work Product. Consultant and Riverside agree that the license granted herein to pre-existing Consultant Intellectual Property permits Riverside to transmit the Work Product to other consultants, strategic partners and businesses with whom Riverside has a contractual relationship to implement and fulfill the purpose for which the Work Product was created.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. APPLICABLE LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions. All disputes and actions shall be tried solely and exclusively in Lackawanna County, Pennsylvania, and all of the parties submit to jurisdiction of Pennsylvania for such purpose.

16. INDEPENDENT CONTRACTOR; TAXES In performing the Services, Consultant will be acting solely as an independent contractor, and Consultant shall not be deemed to be an employee of Riverside for any purpose. Neither Consultant nor Riverside shall have the authority to bind, commit or incur any liability on behalf of the other party or to otherwise act in any way as an agent or representative of the other party. All payments to Consultant are net of taxes and other governmental charges (other than Consultant's income taxes), and any taxes and other governmental charges (other than Consultant's income taxes) that may be imposed with respect to any payments to

Consultant shall be borne by Consultant. Consultant acknowledges that it is also liable for any income taxes that may be imposed on Consultant and any payroll taxes in respect of Consultant's employees.

17. ASSIGNMENT. Consultant agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of Riverside. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Agreement shall prevent the consolidation of Consultant with, or its merger into, any other corporation, or the sale by Consultant of all or substantially all of its properties or assets, or the assignment of Consultant of this Agreement and the performance of its obligations hereunder to any successor interest or any Affiliated Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

18. MISCELLANEOUS. By executing this Agreement, each Party represents to the other Party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to execute this Agreement, and that no other signatures are necessary. This Agreement is made for the benefit of the Parties hereto and not for the benefit of any third party. This Agreement may be executed in any number of counterparts, or in different counterparts, any of which shall be deemed an original, but all of which together shall constitute the same agreement. Facsimile or electronically transmitted signatures shall be deemed to be originals. This Agreement constitutes the full, final, and entire agreement and understanding of Consultant and Riverside relating to the Services and shall control over any inconsistent or contradictory

provisions contained in any correspondence, request for proposal, proposal, purchase order or other document of Consultant and/or Riverside and any inconsistent or contradictory oral or written statements or representations of Consultant and/or Riverside.

IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be legally bound on the day and year first above.

Riverside:

BY: _____ Date: _____

NAME: _____

TITLE: _____

Consultant:

Edu Consult LLC

BY: _____

Megan Barrett

Title: _____

Date: _____