



IHC EDUCATION COUNCIL  
MINUTES  
July 20th, 2022  
6:00 P.M. IHC HIGH SCHOOL LIBRARY

Members Present: Maryanne Vespa      Jodi Delaney      Fr. Demo  
Carol Brown      Mary O'Brien      Lisa Kotar-Pencek  
Jason Burto and Dr. Shah (via Zoom)

Excused Absence: Ernie Reape, Michael Ledoux, Sr. Annunciata

Others Present: Dan Charlebois, Amy Mitchell

Opening Prayer: Fr. Demo

Adoption of Agenda: 1<sup>st</sup>-Lisa Kotar-Pencek/ 2<sup>nd</sup>-Maryanne Vespa

Adoption of Minutes: (May 23<sup>rd</sup>) 1<sup>st</sup>-Fr. Demo/2<sup>nd</sup>-Maryanne Vespa

Public Comment: NONE

Committee Reports:

A.) Nominating Committee

- 1.) New Members Proposed-Mr. Jeff St. Croix, Mr. Pat O'Brien, Mrs. Sarah Compo-Pierce  
-These names will be forwarded to the Board of Governors for final approval.  
(When approved, they will be invited to attend the August 2022 meeting.)
- 2.) Election of New Officers for the 2022-2023 School Year-  
Jason Burto-Chair (Unopposed)  
Lisa Kotar Pencek-Vice-Chair (Unopposed)

Secretary will be appointed at the August 2022 Meeting.

Old Business:

- A.) Sports Academy Proposal- Lisa Kotar-Pencek motions to approve the IHC Sports Academy Proposal. 2<sup>nd</sup>-Fr. Demo. Proposal accepted with a vote of 5-YES and 2-NO. Motion Passed.
- B.) Uniform Policy-Carol Brown motions to approve Amendment to the Policy. Dr. Shah-2<sup>nd</sup>. Unanimous vote.
- C.) Budget for the 2022-2023 School Year-Motion to approve by Fr. Demo. 2<sup>nd</sup>-Maryanne Vespa. Budget approved with a 6-Yes and 1-No vote.

New Business

- A.) Advancement Director-Fr. Demo-Motion to approve appointment of Mary O'Brien to the Part-Time Advancement Director role. Lisa Kotar-Pencek-2<sup>nd</sup>. Unanimous vote.

Motion to Adjourn: 1<sup>st</sup>-Jodie Delaney; 2<sup>nd</sup>-Carol Brown

Closing Prayer: Fr. Demo

Submitted by Mary O'Brien-Chair of the Education Council

## Agreement

The terms of this Agreement by and between RCSA Holdings Incorporated, DBA IHC Sports Academy (“Sports Academy”), and Immaculate Heart Central School (“School”). The “Effective Date” of this Agreement will be determined at time of signing by representatives of School and Sports Academy.

Agreement:

1. SPORTS ACADEMY SERVICES. Sports Academy agrees to provide student athletes to enroll in School. Sports Academy further agrees to provide adequate room, board, supervision, transportation to and for all residential athletes enrolled in Sports Academy. Additionally, Sports Academy will ensure all enrolled participants follow School’s Student Code of Conduct, Athletic Player Pledge, and stay true to the IHC School values and mission.
2. SCHOOL SERVICES. School agrees to enroll qualified applicants of the Sports Academy in School, and assist in the development and implementation of a successful academic plan to prepare student athletes for high school graduation and subsequent matriculation into higher education. School will also provide training and sports facilities ready in game ready condition to the Sports Academy for use in extra-curricular activities.
3. PAYMENT. Sports Academy agrees to compensate School for such services as outlined in Exhibit A.
4. TERM. This Agreement begins on the Effective Date and will continue until terminated as set forth in Exhibit B.
5. NON-COMPETITION. Sports Academy and School agree that during the term of this Agreement, Sports Academy will not enroll students at any other private or public high school within the tri-county areas of Jefferson, Lewis, or St. Lawrence county, and the School will not work in conjunction with other agency, persons, or company which would be in direct or indirect competition with Sports Academy.
6. CONFIDENTIALITY. In the process of performing the Services, the parties may obtain information of the other party that should be treated as confidential. Neither party, nor their respective employees, agent, or board members, shall disclose any confidential information, in any form, for any purpose, except as is necessary to (a) perform its obligations pursuant to this Agreement; (b) complete a task at the written discretion of the other party; or (c) comply with Law or the valid orders of a court, in which event the disclosing party shall notify the other party prior to making any such disclosure. At no point shall any employee of School speak on behalf of an enrolled participant of the Sports Academy to a prospective collegiate/ professional scout, agent, employee, coach, or manager.
7. INSURANCE. Throughout the term of this Agreement, Sports Academy and School shall maintain comprehensive General Liability and Automobile Liability Insurance with limits of liability not less than \$1,000,000 per person and not less than \$2,000,000 per occurrence for damages because of bodily injury (including death); not less than \$1,000,000 per occurrence for property damage. The coverage of each party afforded by this insurance shall cover all operations of said party in connection with their respective services under this Agreement. In addition, Sports Academy will maintain all additional necessary insurance pertaining to the residential housing of participants enrolled in the Sports Academy.
8. EMPLOYEES. Sports Academy agrees that all of its employees, coaches, and resident advisors/directors hold valid AED&CPR/ First Aid certificates, valid NYS drivers licenses and

identification, and pass Diocesan/ NYS background checks and Virtus Training (to include regular updates) prior to employment.

9. MARKETING & ADVERTISING. School and Sports Academy agree to co-brand and work in cooperation for marketing and advertising purposes on School/Sports Academy websites, social media platforms, news, press, and all other forms of distributed marketing materials.
10. LIABILITY. School, Diocese of Ogdensburg, and all associated Parishes of the Diocese of Ogdensburg will assume no liability in regards to Sports Academy athletes, property, equipment or otherwise, when not participating in or being used for School sponsored events and activities. Furthermore, School will assume primary responsibility and associated liabilities when Sports Academy Students are participating in or attending School sponsored events and activities.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the last date set forth next to an authorized representatives signature.

SPORTS ACADEMY:

RCSA Holdings Incorporated

---

By:

Its:

SCHOOL:

Immaculate Heart Central School

---

By:

Its:

## **Exhibit A**

### Payment Structure

Sports Academy agrees to compensate School for services provided to participants of the Sports Academy who are enrolled in high school and post graduate classes at School. The agreed upon payment structure is as follows:

- Year 1 (2022-2023): IHC Sports Academy to pay 20% of 2022-2023 IHC School Day Student student tuition rate, per student.
- Year 2 (2023-2024): IHC Sports Academy to pay 20% of 2022-2023 IHC School Day Student day student tuition rate, per student.
- Year 3 (2024-2025): IHC Sports Academy to pay 40% of IHC School Day Student day student tuition rate, per student.
- Year 4 (2025-2026): IHC Sports Academy to pay 60% of IHC School Day Student day student tuition rate, per student.
- Year 5 (2026-2027): IHC Sports Academy to pay 80% of IHC School Day Student day student tuition rate, per student.
- Year 6 (2027 and onward): IHC Sports Academy to pay 100% of IHC School Day Student day student tuition rate, per student.

Sports Academy shall pay such amounts in ten (10) equal monthly installments.

School acknowledges and agrees that the above payments are the full amounts due for enrollment of any student athletes from the Sports Academy at the School and School shall not seek additional tuition payments from Sports Academy, any student athlete from the Sports Academy, or any other person.

### Additional Payments

In addition to annual tuition payments made by the Sports Academy to the School set forth above, Sports Academy will make annual monetary donations to School (in amounts and at times determined by Sports Academy after consultation with School) to be used for athletic facility improvements, school building repairs/ maintenance, or other needs as determined by School administration. Prior to the disbursement of additional funding, areas of need will be discussed and agreed upon by both School and Sports Academy administrators.

## **Exhibit B**

### Grounds for Termination

The Agreement is binding and may only be terminated by mutual written agreement of the parties or for just cause. Conditions necessitating just cause include, but are not limited to, the following:

- Any act or omission by the School or Sports Academy that results in a material breach of the obligations set forth in the Agreement.
- Failure for School to maintain the ability to issue I-20 Visas to international students
- Any action or omission taken by either School and/or School Personnel or Sports Academy and/or Sports Academy Personnel which either publicly or surreptitiously or implicitly or explicitly put students well being at risk.
- Any action or omission taken by either School and/or School Personnel or Sports Academy and/or Sports Academy Personnel which either publicly or surreptitiously or implicitly or explicitly are contrary to the spirit of the School/Sports Academy Partnership, and do not promote the values, mission and visions of both parties.

### Termination Procedures

Upon determination by either party that just cause exists for termination, such party shall provide the other party at least ten (10) months' prior written notice of the just cause and the effective date of termination shall not occur until the end of the school year after said ten (10) month period. During the period after the notice of termination is given, neither party shall be relieved from any obligation under the Agreement until the date of termination, unless otherwise mutually agreed upon by the parties.

## **IHC Uniform Policy Meeting Minutes**

### **7/7/22**

#### **Attendees:**

Dan Charlebois  
Jack Charlebois  
Lisa Pencek  
Owen Pencek  
Christine Missert  
Corinne Mercer  
Brietta Lowman  
Jodie Delaney  
Mary Burroughs  
Rachel Johnston  
John Montondo  
Svetlana Shah

#### **Possible Amendments:**

- K-5 form:
  - Omit “No Navy or khaki skorts allowed” and add Tommy in front of jumper and skirt (alleviate the possibility of something different)
  - Change “skort” to skirt
  - Add fleece to girls and boys
  - K-5 add light blue polo shirts
  - K-2 no belts/ 3 - 5 belts
  - Change to a K-5 form (currently k-6)
- K-12 boys single stud earring in each ear lobe
- 6-8 boys - polos only
- 6-8 girls - polos or blouses
- 6-12 mustaches - not below lip line (no beards or goatees)
- 6-12 Dress Down: add athletic wear pants, shorts no shorter than 2” above knee, no leggings or yoga pants, open toed sandals with backs
- Fleece: shirt underneath must show
- Hair Extensions: must be a natural color, no bright colors
- Remove no canvas style shoes, allow canvas style Sperry loafers, boat shoes, and topsiders
- 6-12 Dress Up: 9-12 sport coats, 6-8 shirts and ties



- 6-8 boys - remove navy pants
- 6-12 girls - allow khaki bermuda shorts
- K-12: shorts allowed April, May, June, September, October
- All pants should have belt loops

**Additional Comments:**

- More consequences for not following dress code
- Streamline the dress code documents (5 different documents)
- Turtle necks under jumpers for k-5?
- Make a chart to show parents the uniform combination options
- Take pictures of students to model uniform combinations
- Have pictures of possible shoe choices
- Assembly 6-12 to discuss dress code at beginning of school
- Parent sign off on dress code policy (instead of entire handbook)
- Send out text message alerts instead of emails to parents(more will see these)
-