

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of August 8, 2016

A. Opening

1. Call to Order: Mrs. Kelley Wasson, Vice President, called the meeting to order at 7:09 p.m.

2. Roll Call:

Members Present: Mr. Christopher Fravel, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: Chris Kenyon, Esq., Solicitor, Adrienne Craig, Board Secretary

Members Absent: Mr. Craig Allen, Mr. David Hines, Mrs. Loren Koch, and Mrs. Denise Smith.

3. Pledge of Allegiance

B. Presentations

1. Communications:

- a. Federal Programs Consolidated Review for 2016-2017
- b. Recognition of passing of Gail Calhoun, retired teacher with 35 years of service.

2. President's Report:

- a. Executive session held prior to the meeting for personnel matters.

3. Intermediate Unit Report: None

4. Superintendent's Report:

- a. eQUIP Presentation – Bruce Boncal
- b. District website will list Board Meeting FAQ-answers to questions from public will be posted here.

C. Courtesy of the Floor:

John Shireman – JS Boro. – commented on video from July meeting, hiring of 17M teacher and final construction cost.

Jeff Corson – Limestone Twp. – commented on Football field goal posts being out of date.

D. Personnel

1. Personnel:

Motion: A motion was made by Christopher Fravel and seconded by Mary Thomas to approve the following Personnel items as listed on the Agenda:

- a. the appointment of Nicole Tomb, Grade 5 Teacher, to a position of Mentor, for Karen Fausnaught, Grade 5 Teacher, for the 2016-2017 school year at a stipend of \$500.
- b. the appointment of Chris Lahr, High School Music Teacher, to a position of Mentor, for Margaret Ortbal, High School Music Teacher, for the 2016-2017 school year at a stipend of \$500.

- c. a day without pay for Brenda Rippey on October 21, 2016.
- d. a letter of resignation from Kirstin Harrow as Lunchroom Monitor at Jersey Shore Area Elementary School, effective August 9, 2016, she has accepted a position in food service.
- e. FMLA from October 4, 2016 through January 3, 2017 (approx.) for employee 2016-17-02.
- f. Steve Waldman as Head Baseball coach for the 2016-2017 school year.
- g. Michael English as Assistant Baseball coach for the 2016-2017 school year.
- h. Rita Alton as Girls Head Middle School Soccer coach for the 2016-2017 school year.
- i. Adam Sullivan as Boys Head Middle School Soccer coach for the 2016-2017 school year.
- j. Daniel Lazorka as Head Varsity Softball coach for the 2016-2017 school year.
- k. Randy Smith as Assistant Varsity Softball coach for the 2016-2017 school year.
- l. Seth Hensler as Head Boys Tennis coach for the 2016-2017 school year.
- m. Bob Fox as Boys Head Varsity Track and Field coach for the 2016-2017 school year.
- n. Mike Bachman as Boys Assistant Varsity Track and Field coach for the 2016-2017 school year.
- o. Wes Keen as Boys Assistant Varsity Track & Field coach for the 2016-2017 school year.
- p. Matthew Hartman as Head Jr. High Track and Field coach for the 2016-2017 school year.
- q. Bradd Williamson as Assistant Jr. High Track and Field coach for the 2016-2017 school year.
- r. Eric Hess as Girls Head Varsity Track and Field coach for the 2016-2017 school year.
- s. Matthew Heydrich as Girls Assistant Varsity Track and Field coach for the 2016-2017 school year.
- t. Travis Seagraves as Girls Assistant Varsity Track and Field coach for the 2016-2017 school year.
- u. Chad Haight as a Volunteer Middle School Softball coach, effective August 9, 2016.
- v. FMLA from August 31, 2016 through October 12, 2016 (approx.) for employee 2016-17-03.

During discussion Mary Thomas made a recommendation to remove items D.1. f.-t. as positions already are extended per the JSAEA contract.

Motion: A motion was made by Christopher Fravel and seconded by Karen Stover to remove items D.1.f.-t. as listed on the Agenda:

- f. Steve Waldman as Head Baseball coach for the 2016-2017 school year.
- g. Michael English as Assistant Baseball coach for the 2016-2017 school year.
- h. Rita Alton as Girls Head Middle School Soccer coach for the 2016-2017 school year.
- i. Adam Sullivan as Boys Head Middle School Soccer coach for the 2016-2017 school year.
- j. Daniel Lazorka as Head Varsity Softball coach for the 2016-2017 school year.

- k. Randy Smith as Assistant Varsity Softball coach for the 2016-2017 school year.
- l. Seth Hensler as Head Boys Tennis coach for the 2016-2017 school year.
- m. Bob Fox as Boys Head Varsity Track and Field coach for the 2016-2017 school year.
- n. Mike Bachman as Boys Assistant Varsity Track and Field coach for the 2016-2017 school year.
- o. Wes Keen as Boys Assistant Varsity Track & Field coach for the 2016-2017 school year.
- p. Matthew Hartmam as Head Jr. High Track and Field coach for the 2016-2017 school year.
- q. Bradd Williamson as Assistant Jr. High Track and Field coach for the 2016-2017 school year.
- r. Eric Hess as Girls Head Varsity Track and Field coach for the 2016-2017 school year.
- s. Matthew Heydrich as Girls Assistant Varsity Track and Field coach for the 2016-2017 school year.
- t. Travis Seagraves as Girls Assistant Varsity Track and Field coach for the 2016-2017 school year.

The vote was a unanimous Yes. Motion carried.

Motion: A motion was made by Christopher Fravel and seconded by Karen Stover to approve items D.1.a.-e.,u.and v. as listed on the Agenda:

- a. the appointment of Nicole Tomb, Grade 5 Teacher, to a position of Mentor, for Karen Fausnaught, Grade 5 Teacher, for the 2016-2017 school year at a stipend of \$500.
- b. the appointment of Chris Lahr, High School Music Teacher, to a position of Mentor, for Margaret Ortbal, High School Music Teacher, for the 2016-2017 school year at a stipend of \$500.
- c. a day without pay for Brenda Rippey on October 21, 2016.
- d. a letter of resignation from Kirstin Harrow as Lunchroom Monitor at Jersey Shore Area Elementary School, effective August 9, 2016, she has accepted a position in food service.
- e. FMLA from October 4, 2016 through January 3, 2017 (approx.) for employee 2016-17-02.
- u. Chad Haight as a Volunteer Middle School Softball coach, effective August 9, 2016.
- v. FMLA from August 31, 2016 through October 12, 2016 (approx.) for employee 2016-17-03.

The vote was a unanimous Yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance: None

H. Miscellaneous

1. Miscellaneous Items:

Motion: A motion was made by Christopher Fravel and seconded by Karen Stover to approve the following Miscellaneous items as listed on the Agenda:

- a. early admission of students 2016-17-01 and 2016-17-02 to Kindergarten, per Board Policy 201, for the 2016-2017 school year.
- b. a contract between Jersey Shore Area School District and Justice Works Youth Care, effective August 1, 2016 through July 31, 2017, for Alternative Education for disruptive youth. (Attachment)
- c. acknowledgement that Emily Buttorff has attained a Master of Science in Education degree with salary increase to be effective for the 2016-2017 school year.
- d. a contract with PA Treatment and Healing (PATH) for Alternative Education Services for the 2016-2017 school year. (Attachment)

The vote was a unanimous Yes. Motion carried.

I. Executive Session: None

J. Adjournment

Motion: A motion was made by Karen Stover and seconded by Merrill Sweitzer to adjourn the August 8, 2016 Regular Board Meeting at 7:29 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Adrienne F. Craig
Board Secretary

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH AGREEMENT FOR SERVICES

Approved Private Provider: **PA Treatment & Healing**
Public School District: **Jersey Shore Area School District**

AND NOW, this 14th day of July, 2016, PA Treatment & Healing, with a principal place of operations located at 5972 Susquehanna Trail, Turbotville, PA, 17772, hereafter referred to as "PROVIDER", and the Jersey Shore Area School District, with a principal place of operations located at 175 A & P Drive, Jersey Shore, PA 17740 hereafter referred to as "SCHOOL DISTRICT" enter into this Act 48 Program Agreement for Services ("Agreement"), as follows:

WHEREAS, PROVIDER is providing Act 48 Alternative Education for Disruptive Youth Services; and

WHEREAS, PROVIDER is an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the "Act"), whereby PROVIDER is authorized to enter into contractual arrangements with local School Districts to provide educational services to "disruptive youth" as that term is defined in the aforesaid Act; and

WHEREAS, PROVIDER has developed a specific educational program (the "Program").

NOW THEREFORE, in accordance with the aforesaid recitals, PROVIDER and the SCHOOL DISTRICT, intending to be legally bound, agree as follows:

I. DEFINITIONS

The following definitions apply regarding the text of this Agreement:

- A. "TERM" For purposes of this Agreement, "Term" shall be defined as the 2016-2017 School Year;
- B. "PROGRAM" For purposes of this Agreement, "Program" shall be defined as the PROVIDER Alternative Education for Disruptive Youth Program;
- C. "SCHOOL DISTRICT" For purposes of this Agreement, "SCHOOL DISTRICT" shall collectively be defined as all schools of the above referenced School District, acting by and through their authorized employees, agents and representatives; and
- D. "STUDENT" For purposes of this Agreement, "Student" shall be defined as an individual, enrolled in either middle school or high school, at SCHOOL DISTRICT who has been designated by the SCHOOL DISTRICT as a "disruptive youth" in accordance with the Act.

II. MATRICULATION RIGHTS

SCHOOL DISTRICT shall have the right to matriculate students into the PROVIDER Program, under the following terms and conditions:

- A. SCHOOL DISTRICT shall certify to PROVIDER that the Student is "disruptive" as defined in the Act and provide all pertinent information to PROVIDER regarding said Student;
- B. SCHOOL DISTRICT shall provide PROVIDER with the opportunity to conduct a pre-intake conference to include the parent or guardian and the student in an effort to determine appropriateness of this placement.
- C. SCHOOL DISTRICT shall provide the courses of study to be used by the student as part of his/her curriculum, as well as a selected teaching staff representative to interact with the PROVIDER representative.
- D. SCHOOL DISTRICT shall provide the curriculum, including appropriate textbooks, assignments and examinations for students matriculated if for a predetermined period of 30 school days or less.

III. COMPLIANCE WITH DEPARTMENT OF EDUCATION GUIDELINES

- A. During the entire term of this Agreement, PROVIDER and SCHOOL DISTRICT warrant to each other that they shall

both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein.

- B. PROVIDER warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of the original Pennsylvania Department of Education approvals.

IV. FACILITIES

- A. PROVIDER warrants that its facilities conform to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and/or the Department of Community Development of the City of Scranton where applicable, and that said facilities have been approved and a current Certificate of Occupancy is on display at each facility.
- B. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, true and correct copies of the original permits, licenses and/or approvals.

V. ENVIRONMENTAL HEALTH AND SAFETY

- A. PROVIDER warrants that the necessary precautions are taken to protect the health, physical welfare and safety of students. PROVIDER shall comply with 24 P.S. § 7-736, 7-737, 7-738, 7-739 and 7-740.
- B. PROVIDER warrants that facilities shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
- C. PROVIDER warrants that all students and parents are informed of the PROVIDER Grievance Procedure, which is outlined in the PROVIDER Student Handbook. Student and Parental concerns are addressed in accordance with the PROVIDER Grievance Procedure.

VI. SCHOOL FOOD SERVICE

PROVIDER shall not operate any food service program, and the requirements set forth in the Guidelines for Private Alternative Educational Institutions do not apply. However, SCHOOL DISTRICT shall make arrangements for students who are determined to be eligible for the free/reduced lunch program.

VII. STAFFING

- A. PROVIDER warrants that all members of its staff, in accordance with company policy, are 21 years of age or older.
- B. In accordance with state regulations, PROVIDER requires all employees to provide proof of an examination by a licensed physician including verification that the employee has no communicable diseases and has been tested for tuberculosis. Verification of this examination shall be recorded in personnel files.
- C. In accordance with company policy, all staff members are required to provide proof that they are citizens of the United States or hold a United States Immigration Services visa. This information is verified before an individual is hired and is on record in their personnel file.
- D. PROVIDER warrants that all members of its staff are required to have child abuse, criminal history clearances as a condition of employment in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to the Child Protective Services Law), and 24 P.S. §§ 1-111 (relating to Background checks of prospective employees). These clearances must be renewed upon hire and then every 3 years thereafter.
- E. It shall be the responsibility of PROVIDER to assure that employees have background clearances, including an FBI clearance, as required by 24 P.S. § 1-111 and 23 P.S. § 6354. PROVIDER understands that the failure to maintain appropriate background clearances of employees shall be grounds for termination of the Department of Education approval as an alternative education provider.

- F. Staff hiring retention and utilization shall be in accordance with 23 Pa. C.S. §§ 6301-6385 (relating to Child Protective Services Law).

VIII. STUDENT ATTENDANCE

- A. PROVIDER warrants that it shall maintain records of students' attendance in accordance with Chapter 11 of the State Board of Educational Regulations.
- B. Methodology for assuring appropriate attendance records are maintained:
1. The Alternative Education Program calendar will be operated in accordance with a public school calendar within which the PROVIDER site is located. A copy of the calendar is attached.
 2. The specific method for maintaining attendance records shall be a daily physical check of each student, documentation of said daily physical check in a written Attendance Log, kept on file at PROVIDER, with attempted daily contact to each parent or guardian of said student if said student is not present when school is in session.
 3. PROVIDER shall forward monthly attendance records to the SCHOOL DISTRICT. Attendance records may be forwarded by PROVIDER on a more frequent basis if requested by the SCHOOL DISTRICT.
- C. Students with serious mental health issues may be determined to be inappropriate for continuation of services by PROVIDER. In those situations, PROVIDER will work with the SCHOOL DISTRICT to arrange a more appropriate setting.
- D. Because many of the students come to the program with a high rate of absenteeism, PROVIDER has the policy that no illegal (unexcused) days are granted.
- E. Authorized absences, truancies and unexcused absences lasting five (5) days or less will be billed in accordance with the standard charge. This permits the PROVIDER staff the opportunity to locate missing students, contact families and authorities. It also assures the placement of the student upon return.
- F. Absences lasting beyond the five (5) day limit will be billed in accordance with the request of the SCHOOL DISTRICT. PROVIDER staff will contact the appropriate SCHOOL DISTRICT representative before the end of the five (5) days to determine the course of action. Return placement for absentee students and all subsequent PROVIDER staff services beyond five days WILL NOT continue unless the SCHOOL DISTRICT is willing to guarantee payment for all days missed by the student up to the time of the student's return or appropriate withdrawal from the PROGRAM.

IX. STUDENT RECORDS AND REPORTS

- A. PROVIDER warrants that during the entire term of this Agreement, the SCHOOL DISTRICT shall receive a written progress report for each SCHOOL DISTRICT student matriculated into the PROGRAM. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.
- B. PROVIDER shall maintain students' records as follows:
1. Academics and Permanent Records
 - a. All test results;
 - b. PROVIDER quarterly progress report for each marking period and monthly reports. Copies are sent to parents, the SCHOOL DISTRICT, and the referring agency, when applicable.
 - c. Student Progress Report;

d. Previous school records; and

e. Other pertinent documentation as required by the Pennsylvania Department of Education.

2. Testing and Results

3. Health Records, which shall be forwarded to PROVIDER by the SCHOOL DISTRICT.

4. Miscellaneous

Includes monthly behavioral assessments, incident reports, etc.

C. Review of students' records will be provided as follows:

1. PROVIDER will forward progress reports to the SCHOOL DISTRICT monthly and quarterly. Such reports shall contain any and all information requested and shall be submitted within two weeks of the due date.
2. A quarterly review of the student's progress shall be provided to the parent or guardian, and school district representative.
3. This review shall occur more frequently at the discretion of the SCHOOL DISTRICT.
4. SCHOOL DISTRICT representatives are encouraged to visit students during program hours.
5. SCHOOL DISTRICT and PROVIDER ensure a periodic review, at a minimum at the end of every semester, for reviewing progress and or returning students to the regular classroom setting. This review shall be conducted during conferences, at a mutually convenient location, with PROVIDER, SCHOOL DISTRICT staff and parents/guardians of the student.

X. TRANSPORTATION

SCHOOL DISTRICT shall be responsible for transportation of said students to and from PROVIDER in accordance with 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

XI. REQUIREMENTS UNDER SAFE SCHOOLS

A. PROVIDER warrants that its PROGRAM complies with all provisions of Article XIII-A of the School Code.

B. PROVIDER shall comply with Article XIII-A as follows:

1. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by PROVIDER Staff immediately; the student's parents and/or guardians shall be immediately notified and consulted; appropriate disciplinary action shall be taken by PROVIDER Staff.
2. PROVIDER staff shall complete a written Incident Report. This report shall set forth the name of the student and all pertinent information regarding all new incidents by any student from the SCHOOL DISTRICT on PROVIDER property.
3. The Incident Report shall be submitted to the SCHOOL DISTRICT. The SCHOOL DISTRICT shall in turn report these incidents to the Department of Education pursuant to 24 P.S. § 13-1303-A.
4. PROVIDER shall retain a copy of the Incident Report in the student's file.
5. PROVIDER maintains working relationships with local law enforcement, as well as the county juvenile probation departments.

XII. SCHOOL HEALTH SERVICES

A. The SCHOOL DISTRICT shall assure that appropriate school health services, under Article XIV of the Public School

Code, are provided to all students matriculated at PROVIDER. Each student's participation in school health services shall be monitored and administered by the SCHOOL DISTRICT. When a student's participation is required in mandated health examinations, the SCHOOL DISTRICT shall notify PROVIDER and the student's parent/guardian, obtain any applicable parental consent, and/or obtain records if parents choose to have private exams by family physician or dentist.

Coordination of these services shall be the joint responsibility of PROVIDER and the SCHOOL DISTRICT. PROVIDER shall make arrangements with the SCHOOL DISTRICT to provide students an opportunity to receive health screenings as required under Article XIV of the Public School Code.

Records shall be forwarded to PROVIDER by the SCHOOL DISTRICT within two weeks of the student's health examinations for inclusion in the student's records.

- B. All PROVIDER employees shall be trained to provide first aid services. Training shall include First Aid, cardiopulmonary resuscitation and universal precautions. Training shall include crisis intervention, behavior management, suicide prevention, and health and other special issues affecting the student population. Examples of health and other special issues include sexually transmitted diseases, seizure disorders, asthma, mental illness, substance abuse, developmental disabilities, etc.

XIII. ACADEMIC STANDARDS AND ASSESSMENTS

- A. The SCHOOL DISTRICT shall assure that PROVIDER complies with academic standards and assessments under Chapter 4 of the State Board of Education Regulations in full unless specific waivers are requested by the SCHOOL DISTRICT under 24 P.S. 19-1902C and/or 22 Pa. Code 4.82 and approved by the Department of Education.
- B. PROVIDER shall provide basic education, which includes a core curriculum of math, social studies, English, science, and literature. Physical education /health and life skills instruction are also components of the program.
- C. PROVIDER shall comply with 24 P.S. §15-1547 (relating to instruction in alcohol, chemical and tobacco abuse).

XIV. SPECIAL EDUCATION SERVICES AND PROGRAMS

- A. SCHOOL DISTRICT warrants that special education services and provisions required under Chapter 14 of the State Board of Education regulations and 34 CFR Part 300 (relating to Assistance to States for the Education of Children With Disabilities) of the Department of Education Standards are strictly followed.
- B. SCHOOL DISTRICT warrants that no student who is eligible for special education services pursuant to the Individuals with Disabilities Act (Public Law 91-230, 20 U.S.C. Section 1400 et seq.) shall be deemed a disruptive student, except as provided for in 22 Pa. Code Section 14.143 (relating to Disciplinary placements).
- C. SCHOOL DISTRICT shall establish and implement procedures to appoint an IEP team as defined in 22 Pa. Code Section 14.154 (relating to IEP) and 34 CFR 300.344 (relating to IEP team). The IEP team established by the SCHOOL DISTRICT shall, in accordance with 34 CFR 300.346 (relating to Development, review, and revision of IEP) and 34 CFR 300.347 (relating to Content of IEP), determine the appropriate placement for the student. In accordance with 34 CFR 300.345(c), the SCHOOL DISTRICT warrants that a consultation with the student, parent/guardian will occur securing the student, parents/guardians written approval to enroll the student in the PROVIDER program. SCHOOL DISTRICT warrants that it complies with requirements identified in 34 CFR Part 300, Subpart E, Procedural Safeguards, Due Process Procedures for Parents and Children.
- D. PROVIDER does not warrant a Certified Special Education Teacher will be employed at each facility and/or for the term of this Agreement. Any services that are not provided by PROVIDER or cannot be provided by PROVIDER during the period of enrollment shall be the responsibility of the SCHOOL DISTRICT and the student shall be considered as a "dual enrollment" under applicable law.
- E. Prior to the matriculation of a student who is eligible for special education services into PROGRAM, SCHOOL DISTRICT shall determine the appropriateness of the student's placement in an alternative education setting. SCHOOL DISTRICT is responsible for determining, on a case-by-case basis, if the requirements of a student's IEP can be met in the PROGRAM. The SCHOOL DISTRICT shall update the student's IEP to reflect the decision to enroll the student in the PROGRAM.

- F. Provided that the SCHOOL DISTRICT deems the alternative education placement appropriate for a student who is eligible for special education services, PROVIDER, as an independent contractor of the SCHOOL DISTRICT, shall implement the IEP of designated students under the supervision of the SCHOOL DISTRICT personnel, as defined in 34 CFR 300.23 (relating to Qualified Personnel), who have participated in the development of the student(s) IEP.
- G. If a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), PROVIDER will notify the SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services.

XV. IDENTIFICATION OF ELIGIBLE STUDENTS

- A. In accordance with the provisions set forth in 24 P.S. Section 1901-C(5), the SCHOOL DISTRICT shall set forth its internal policies to identify those SCHOOL DISTRICT students who are eligible for the PROGRAM, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).
- B. Assurances that notice of the hearing shall precede placement in the PROGRAM. Where the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the student may be immediately removed from the regular educational curriculum with notice and a hearing to follow as soon as practicable.

XVI. EXEMPTION FROM STATUTORY REQUIREMENTS

- A. PROVIDER, as an Act 48 Alternative Educational Services Provider, shall be exempt from all statutory requirements established in the School Code and from regulations of the School Board of Education, with the exception of those statutory requirements identified in 24 P.S. 1902-E(3).
- B. PROVIDER warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E(3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding PROVIDER'S operations as a private Act 48 Alternative Educational Services Provider.

XVII. HOLD HARMLESS PROVISION - INDEMNIFICATION

- A. PROVIDER, as an independent contractor in respect to its performance under this Agreement, confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the PROGRAM, and/or the actions of PROVIDER as the Private Alternative Education Provider. The SCHOOL DISTRICT and the Board of School Directors shall not be liable for any activity or operation related to PROVIDER.
- B. PROVIDER hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strike, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delay or default which cannot reasonably be foreseen or provided against.
- C. PROVIDER and SCHOOL DISTRICT agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorney's fees, said indemnification including without limitation the PROVIDER Board of Directors, Officers, and SCHOOL DISTRICT Administrators, Board Members as follows:
 - 1. To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the SCHOOL DISTRICT fails to fulfill any terms, covenant or condition of this Agreement, the SCHOOL DISTRICT agrees to hold PROVIDER harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees;
 - 2. To the extent that any claim of negligence is asserted by a third party regarding PROVIDER failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing the SCHOOL DISTRICT to be a Defendant in litigation by a third party, PROVIDER agrees to hold the SCHOOL DISTRICT harmless and indemnify the SCHOOL DISTRICT including costs and attorneys fees.

XVIII. INSURANCE

- A. PROVIDER shall, at its sole cost and expense, procure and maintain in full force and effect, liability insurance for its employees and the PROGRAM. Liability insurance shall carry an Aggregate Limit in an amount equal to or greater than \$1,000,000 and \$1,000,000 per occurrence.
- B. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the Commonwealth of Pennsylvania.
- C. In addition to the liability insurance coverage, PROVIDER agrees to provide, and maintain at all times during the term of this Agreement, worker's compensation insurance.
- D. In addition to the insurance coverage specified above, PROVIDER shall obtain any other insurance coverage as may be required by law.
- E. PROVIDER shall provide to SCHOOL DISTRICT, upon receipt of written request, a true and correct copy of liability coverage.

XIX. INSOLVENCY OF SCHOOL DISTRICT

If SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of PROVIDER and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to PROVIDER within ten (10) calendar days. If said payment is not received, all SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at PROVIDER and said records shall be forwarded by PROVIDER to the SCHOOL DISTRICT. If said payment is received, the matriculated SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

XX. CONFIDENTIALITY

PROVIDER and the SCHOOL DISTRICT, their agents and employees shall perform their respective obligations under this agreement in such a manner as to insure HIPAA compliance with respect to records, names, and identities of persons referred to the PROGRAM, shall remain confidential, except as disclosure is permitted by law or as required for fulfillment of the terms of this Agreement.

XXI. TERMINATION

- A. If either party fails to fulfill in a timely or proper manner its obligations under this Agreement, or if either party violates any of the covenants or stipulations of this Agreement, the party injured thereby shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. PROVIDER agrees that the SCHOOL DISTRICT retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by PROVIDER.
- C. SCHOOL DISTRICT agrees that PROVIDER retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SCHOOL DISTRICT for any of the following reasons:
 - 1. One or more material violations of this Agreement;
 - 2. Failure to timely comply with PROVIDER'S requests for information regarding any matriculated students, or failure to comply with PROVIDER staff regarding matriculation procedures set forth herein;
 - 3. Failure to make any payment required hereunder or pay any PROVIDER invoice when due;
 - 4. Violations of any provisions in Act 48 of the Pennsylvania School Code;

5. Violations of any provisions of state or federal law from which the SCHOOL DISTRICT has been exempted; the SCHOOL DISTRICT or their Board of School Directors has been indicted for and convicted of fraud.

D. All contractual matters relating to the provision of the service by PROVIDER shall, upon termination by either party, be settled within thirty (30) days of the date of termination by the rendering of a bill marked "final bill" by PROVIDER to the SCHOOL DISTRICT.

XXII. ASSIGNMENT

PROVIDER agrees that this Agreement may not be assigned or transferred by PROVIDER or SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SCHOOL DISTRICT.

XXIII. COMPLIANCE

PROVIDER agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

XXIV. SEPARABILITY

PROVIDER agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

XXV. NON-DISCRIMINATION CLAUSE

Both parties agree to abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to PROVIDER'S right to receive waivers from the same or PROVIDER'S rights of noncompliance as set forth in Act 48 or other legal standard.

XXVI. ANNUAL REPORT

The SCHOOL DISTRICT must submit to the Pennsylvania Department of Education (PDE), by the PDE requested due date, an alternative education end-of-year report that is required by PDE to comply with Section 1903-C.

The SCHOOL DISTRICT shall notify PROVIDER at the beginning of the Agreement Term if PROVIDER will be needed to assist the SCHOOL DISTRICT with part of the Pennsylvania Department of Education on-line end-of-year report. PROVIDER shall comply with the SCHOOL DISTRICT request and comply with the PDE required due date.

XXVII. JURISDICTION AND VENUE

PROVIDER and SCHOOL DISTRICT agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Agreement, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Middle District of Pennsylvania or the Court of Common Pleas of Northumberland County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums.

XXVIII. MISCELLANEOUS

- A. This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes.
- B. All notices or requests, as outlined in this Agreement, shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the addresses set forth in the Agreement.

XXIX. MODIFICATION

Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement, and attached to the original of the Agreement.

XXX. ENTIRE AGREEMENT

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

XXXI. PAYMENT POLICY

SCHOOL DISTRICT shall compensate PROVIDER for the Program services rendered to Students, as follows:

- A. The SCHOOL DISTRICT shall provide PROVIDER with all required documentation by the Pennsylvania Department of Education.
- B. All invoices will be mailed by PROVIDER before the 10th calendar day of each month for services rendered in the preceding month.
- C. Payment is preferred within 30 days of date of invoice; however, 60 days is allotted for payment receipt with a 1% late charge assessed.
- D. The Alternative Education Program calendar will be operated in accordance with a public school calendar within which the PROVIDER site is located.
- E. Closure and delay in the event of snow emergencies will be determined in accordance with the public school district within which the center is located. Closure of the student's home school district does not affect the operation of the PROGRAM. If a student cannot attend PROVIDER as a result of a snow emergency for a day during which PROVIDER continues to conduct classes, payment for that day will be expected, and a "make up" day will not be scheduled. The day(s) missed by the student for this type of absence will be considered an excused absence.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereby set their hands and seals, causing this Agreement to be executed and legally binding.

ATTEST:

Jersey Shore Area School District

Secretary

Authorized Signature / Title

ATTEST:

PA Treatment & Healing



Tonia L. Guffey
Corporate Business Manager



Devin T. Mathias
President & CEO

ATTACHMENT A

2016-2017 AGREEMENT FOR SERVICES ADDENDUM

Approved Private Provider: **PA Treatment & Healing (PATH)**

This ADDENDUM is effective for the 2016-2017 school year with PA Treatment & Healing, an Act 48 Approved Private Provider.

NOW THEREFORE, this Addendum, Labeled ATTACHMENT A, shall be included with the original agreement, as referenced in the applicable Section XXXI, PAYMENT POLICY.

PROVIDER shall assess per diem rates as follows:

PATH CENTER	Days of instruction are in accordance with the following public school calendar:	2016-2017 DAILY TUITION RATE
WILLIAMSPORT	Williamsport Area School District	\$65

PATH CENTER	Days of instruction are in accordance with the following public school calendar:	2016-2017 Special Education AEDY rate per day
WILLIAMSPORT	Williamsport Area School District	\$70

**PA TREATMENT & HEALING
ALTERNATIVE EDUCATION PROGRAM
WILLIAMSPORT CENTER
2016-2017**

29 First Day of School

AUGUST 2016						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 Labor Day Recess
19 Professional Development Day

10 No School - In-Service Day

OCTOBER 2016						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2016						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21 Professional Development Day
22-23 Parent/Teacher Conferences
24-28 Thanksgiving Break

23-30 Winter Break

DECEMBER 2016						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2017						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 Winter Break
16 Professional Development Day

17 Professional Development Day
20 Presidents Day

FEBRUARY 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2017						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24 Professional Development Day

12-13 Parent/Teacher Conferences
14-18 Spring Break

APRIL 2017						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2017						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8 Mid Spring Break
29-30 Memorial Day Break

7 Last Day of School

JUNE 2017						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Make-up Days will be utilized in the following order: 5/8, 5/30, 2/20, 4/18, 4/17.
Additional snow/emergency days will be added to the end of the school year beginning with June 9th.

Program Manager: Whitney Blirner
Dean of Students: Ken Tallman
Phone Number: 570-321-7860

**PA TREATMENT & HEALING
ALTERNATIVE EDUCATION PROGRAM
WILLIAMSPORT CENTER
2016-2017**

FOR INTERNAL USE ONLY

	# Teacher Days	# Student Days	# Billable Days
August	5	3	
September	21	20	
October	21	20	
November	19	16	
December	16	16	
January	21	20	
February	19	18	
March	23	22	
April	17	15	
May	20	20	
June	6	5	
TOTAL	188	175	

Vacation



Early Dismissal



First/Last Day of School



1500 ARDMORE BOULEVARD
SUITE 410
PITTSBURGH, PA 15221

TEL: 877-525-5992
FAX: 412 241-6675
www.justiceworksyouthcare.com

CONTRACT AGREEMENT
August 1, 2016 through July 31, 2017

AGREEMENT BETWEEN
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740

AND

JusticeWorks YouthCare, Inc.
1500 Ardmore Blvd.
Suite 410
Pittsburgh, PA 15221

THIS CONTRACT is made this ___DAY of ___ 2016, between Jersey Shore School District and JusticeWorks YouthCare (JWYC), a Pennsylvania Corporation, with its principal place of business located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, Pennsylvania, 15221.

WHEREAS, Jersey Shore School District and JWYC will enter into an agreement, with a term extending from August 1, 2016 through July 31, 2017, for the provision of Alternative Education for Disruptive Youth to the students of Jersey Shore School District; and

WHEREAS, JWYC has proposed services to Jersey Shore School District related to the provision of Alternative Education for Disruptive Youth and Jersey Shore School District is willing to purchase those additional services as offered by JWYC; and

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree to services as follows:

ACT 48 PROGRAM PLACEMENT AGREEMENT
Approved Private Provider JUSTICE WORKS YOUTH CARE, INC.
Public School District JERSEY SHORE SCHOOL DISTRICT

AND NOW, this ___ of _____, 2016 JUSTICEWORKS YOUTHCARE INC. (JWYC) with a principal place of operations located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, PA 15221
Enter into this ACT 48 Program Placement Agreement, as follows:

WHEREAS, JUSTICEWORKS YOUTHCARE INC. primary operations is a private for-profit organization; and
WHEREAS, JUSTICEWORKS YOUTHCARE INC. has been in the business of providing EDUCATIONAL SERVICES; and WHEREAS, JUSTICEWORKS YOUTHCARE INC. has become an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the Act), whereby JUSTICEWORKS YOUTHCARE INC. is authorized to enter into contractual arrangements with local School Districts to provide educational services to disruptive youth as that term is defined in the aforesaid Act; and

WHEREAS, JUSTICEWORKS YOUTHCARE INC. has developed a specific educational program (the Program);
WHEREAS, JERSEY SHORE SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. have entered into a contractual arrangement, as further described herein, wherein JERSEY SHORE SCHOOL DISTRICT will have



certain placement rights regarding the disruptive youth, as defined in the Act, that JERSEY SHORE SCHOOL DISTRICT desires to transfer to JUSTICEWORKS YOUTHCARE INC. for placement in the Program; NOW THEREFORE, in accordance with the aforesaid recitals, JUSTICEWORKS YOUTHCARE INC. and JERSEY SHORE SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. DEFINITIONS. The following definitions apply regarding the text of this agreement:

- a) TERM. For purposes of this Agreement, the term shall cover the 2016-2017 school year.
- b) PROGRAM. For purposes of this Agreement, Program shall be defined as the JUSTICEWORKS YOUTHCARE INC. Act 48 program;
- c) SCHOOL DISTRICT. For purposes of this Agreement, JERSEY SHORE SCHOOL DISTRICT shall collectively be defined as the Senior High Schools of the community, acting by and through their authorized employees, agents and representatives;
- d) STUDENT. For purposes of this Agreement, Student shall be defined as an enrolled student at JERSEY SHORE SCHOOL DISTRICT who has been designated by JERSEY SHORE SCHOOL DISTRICT as a disruptive youth in accordance with the Act;
- e) SEAT. For purposes of this Agreement, Seat shall be defined as the cost for one Student to attend the JUSTICEWORKS YOUTH CARE PROGRAM for one Term. The cost of each Seat under this Agreement is as follows:

Compass Academy Alternative School

Regular Education: \$ 73 per day.

Special/Vocational Education: \$81 per day.

2. MATRICULATION RIGHTS. JERSEY SHORE SCHOOL DISTRICT shall have the right to matriculate as many students agreed upon by JWYC and JERSEY SHORE SCHOOL DISTRICT per year into the JUSTICE WORKS YOUTH CARE Program, under the following terms and conditions:

- a) JERSEY SHORE SCHOOL DISTRICT shall certify to JUSTICEWORKS YOUTHCARE INC. that the Student is disruptive as defined in the Act and provide all pertinent information to JUSTICEWORKS YOUTHCARE INC. regarding said Student;

3. COST/PAYMENT. JERSEY SHORE SCHOOL DISTRICT shall compensate JusticeWorks YouthCare Inc. (JWYC) for the Program services rendered to Students, (\$73 per day for regular education students and \$81 per day for special education students) as follows:

- a) JWYC will submit a monthly invoice to JERSEY SHORE SCHOOL DISTRICT. Due and payable upon receipt.

4. DURATION: One calendar school year August 1, 2016 - July 31, 2017. School year shall at a minimum equal 180 days.

5. COMPLIANCE - P.D.E GUIDELINES. During the entire term of this Agreement, JUSTICEWORKS YOUTHCARE INC. and JERSEY SHORE SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

- a) JUSTICEWORKS YOUTHCARE INC. warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions).
- b) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania, County and local municipalities and that said facility has been approved by the Licensing and Inspection Bureau of the county and municipalities, and that a valid Certificate of Occupancy has been issued by said Department of Licensing and Inspection Bureau . (Appendix three (3) of the 2001/2001 Guidelines regarding Private Alternative Educational Institutions; Page 32, item E1a-E1d).
- c) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the



entire term of this Agreement (Appendix (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E2a-E2d).

d) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility and all grounds annexed thereto that are owned and/or controlled by JUSTICEWORKS YOUTHCARE INC. have been approved by the Department of Health of the county and local municipalities, and that said facility shall be and remain in compliance with all applicable regulations, ordinances, statutes or mandates during the entire term of the Agreement (Appendix three (3) of the 2003/2008 Guidelines regarding Private alternative Educational Institutions; Page 33, item E2a-E2d).

e) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737 (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E2a-E2d).

f) JUSTICEWORKS YOUTHCARE INC. shall not operate any food service program, and the requirements of Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page 33, items E3a-E3c, do not apply. JERSEY SHORE SCHOOL DISTRICT will also be responsible for the daily cost of breakfast and lunch for each student.

g) JUSTICEWORKS YOUTHCARE INC. warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; (page 33, item E4a-E4d).

h) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff are citizens of the United States (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a-E4d)

i) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, Cogent FBI Fingerprint Background Check as required by Act 114 of 2006, Section 111 and that all records received show no evidence of a criminal background or a background of child abuse (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a - E4d.). JUSTICEWORKS YOUTHCARE also requires that all staff comply with Act 168 of 2014, which requires completion of the Act 168 Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release.

j) JUSTICEWORKS YOUTHCARE INC. warrants that it shall maintain records of student attendance in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty four (34), items number 5a, 5b and 5c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the JWYC Administrative and Teaching Staff, documentation of said daily physical check in a written Attendance Log, kept on file at JWYC, with daily contact to each parent or guardian of said student if said student is not present when school is in session (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 34, item E5a-E5c).

k) JUSTICEWORKS YOUTHCARE INC. warrants that during the entire term of this Agreement, JERSEY SHORE SCHOOL DISTRICT shall receive a written quarterly progress report for each JERSEY SHORE SCHOOL DISTRICT student matriculated into JWYC in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page thirty five (35), items number 6a and 6b. The quarterly written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said students educational progress, and any applicable staff comments regarding the students behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E6a -E6b).

l) JERSEY SHORE SCHOOL DISTRICT shall be responsible for transportation of said students to JWYC in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page thirty five (35), items number 7a and 7b and in accordance with 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.



m) JUSTICEWORKS YOUTHCARE INC. warrants that its Act 48 Program complies with all provisions of Article XIII-A of the School Code, and that JUSTICEWORKS YOUTHCARE INC. has a written policy regarding its role in compliance with Article 13-A. A true and correct copy of said policy is on file at JWYC. Further, in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page 35 and 36, item number E 8, the following stipulations apply:

aa. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by JWYC Administrative Staff immediately, the students parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by JWYC Administrative Staff, and a written report shall be completed by JWYC Administrative Staff setting forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the students file and turned into the Department of Education pursuant to 24 P.S. 13-1303-A (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).

bb. All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the JWYC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).

cc. JUSTICEWORKS YOUTHCARE INC. shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near with JWYC educational facility (Appendix (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).

n) JUSTICEWORKS YOUTHCARE INC. warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999 (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 36, item E10).

o) JWYC will employ certified Special Education teachers for the program.

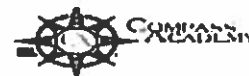
p) In accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth on page thirty seven (37), item 12, JERSEY SHORE SCHOOL DISTRICT shall set forth its internal policies to identify those JERSEY SHORE SCHOOL DISTRICT students who are eligible for the JWYC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c). A true and correct copy of the JERSEY SHORE SCHOOL DISTRICT internal policies are attached hereto and incorporated herein as Exhibit "D" (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item E12).

q) JUSTICEWORKS YOUTHCARE INC. warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding JWYC's operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item F).

r) Upon written request by JERSEY SHORE SCHOOL DISTRICT, JWYC shall provide to JERSEY SHORE SCHOOL DISTRICT, within ten (10) days after JWYC's written receipt of same, duly notarized as true and correct copies of the original permits, licenses and/or approvals set forth in paragraphs 5(a) and 5(b). Further, to the extent that JWYC does receive written permits, licenses and/or approvals regarding the provisions of paragraphs 5(c) 5(d) and 5(e), duly notarized as true and correct copies of the original permits, licenses and/or approvals shall be provided upon request to JERSEY SHORE SCHOOL DISTRICT.

s) SPECIAL EDUCATION PROVISIONS - JWYC will provide (a) certified Special Education teacher(s) to implement any Special Education requirements.

6. CHALLENGES: JUSTICEWORKS YOUTHCARE INC. confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the JWYC Act 48 Program and/or the actions of JWYC as the Private Alternative Education Institution ("PAEI"). The JERSEY SHORE SCHOOL



DISTRICT and the JERSEY SHORE SCHOOL DISTRICT Board of School Directors shall not be liable for any activity or operation related to the PAEI.

7. INSURANCE: JUSTICEWORKS YOUTHCARE INC. and JERSEY SHORE SCHOOL DISTRICT agree to provide mutual proof of liability and risk insurance in an amount equal to or greater than \$750,000.00 which names each other as an additional insured and is deemed acceptable by JWYC, the JERSEY SHORE SCHOOL DISTRICT and the JERSEY SHORE SCHOOL DISTRICT Board of School Directors. For purposes of this Agreement, a well- rated insurance carrier, protected by the Pennsylvania Guaranty Fund or other deemed secure and stable by another similar and well recognized stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, JWYC agrees to provide at all times during the term of this Agreement and to maintain worker's compensation insurance. JWYC does not have any volunteer employees, but to the extent any volunteers are utilized by JWYC, JWYC shall procure mutually acceptable volunteer insurance. JWYC and JERSEY SHORE SCHOOL DISTRICT further agree to provide each other with proof of said insurance during the entire term of this Agreement, which shall include a Certificate of Insurance naming both entities as additional insured and setting forth the respective applicable insurance coverage and the policy term.

8. INSOLVENCY OF SCHOOL DISTRICT: If JERSEY SHORE SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of JWYC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to JWYC within ten (10) days. If said payment is not received, all JERSEY SHORE SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at JWYC and said records shall be forwarded by JWYC to JERSEY SHORE SCHOOL DISTRICT. If said payment is received, the matriculated JERSEY SHORE SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

9. ACCESS: JUSTICEWORKS YOUTHCARE INC. agrees that the JERSEY SHORE SCHOOL DISTRICT shall have access, at mutually agreeable dates and times, to the records and facilities of the PAEI to ensure that the PAEI is in compliance with Act 48 and all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances.

JERSEY SHORE SCHOOL DISTRICT agrees that JWYC shall have access, at mutually agreeable dates and times, to the records and facilities of JERSEY SHORE SCHOOL DISTRICT to ensure that JERSEY SHORE SCHOOL DISTRICT is in compliance with ACT 48 and all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances.

10. TERMINATION - JERSEY SHORE SCHOOL DISTRICT: JUSTICEWORKS YOUTHCARE INC. agrees that the JERSEY SHORE SCHOOL DISTRICT retains the right to terminate this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by JWYC.

11. TERMINATION - JUSTICEWORKS YOUTHCARE INC. retains the right to terminate or not to renew Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by JERSEY SHORE SCHOOL DISTRICT, for any of the following reasons:

- a) One or more material violations of this Agreement;
- b) Failure to timely comply with JWYC requests for information regarding any matriculated students, or failure to cooperate with JWYC staff regarding matriculation procedures set forth herein;
- c) Failure to make any payment hereunder or pay any JWYC invoice when due;
- d) Violations of any provision in Act 48 of the Pennsylvania School Code;
- e) Violations of any provisions of state or federal law from which JERSEY SHORE SCHOOL DISTRICT has not been exempted;
- f) The JERSEY SHORE SCHOOL DISTRICT or the JERSEY SHORE SCHOOL DISTRICT Board of School Directors has been indicted for and convicted of fraud;

12. COMPLIANCE - STATE REGULATIONS: JUSTICEWORKS YOUTHCARE INC. agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). JERSEY SHORE SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. agree that they shall comply with all applicable Special Education requirements in accordance with State and Federal Law.



13. ASSIGNMENT: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement may not be assigned by JWYC or JERSEY SHORE SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the JERSEY SHORE SCHOOL DISTRICT.

14. COMPLIANCE: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government;

15. SEPARABILITY: JUSTICEWORKS YOUTHCARE INC. agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

16. MISCELLANEOUS: This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under paragraphs 11 or 12 of this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

17. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by JWYC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by JWYC shall be construed, respectively, to be a waiver of JWYC's rights or to represent any agreement by JWYC to undertake or perform such act or matter thereafter.

18. NONDISCRIMINATION: JWYC agrees that the PAEI will abide by all federal and state laws prohibiting discrimination admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religious ancestry, need for special education services, subject to JWYC's right to receive waivers from the same or JWYC's rights of noncompliance as set forth in Act 48 or other legal standard.

IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

Jersey Shore School District Representative

ATTEST:

JusticeWorks YouthCare
1500 Ardmore Blvd.
Suite 410
Pittsburgh, PA 15221

BY: _____
JusticeWorks YouthCare's Authorized Signatory

PRINT NAME/TITLE