

**Jersey Shore Area School District**  
**Board of Education – Regular Meeting**  
**Minutes of May 9, 2016**

**A. Opening**

**1. Call to Order:** Mr. David Hines, President, called the meeting to order at 7:00 p.m.

**2. Roll Call:**

Members Present: Mr. Craig Allen, Mr. Christopher Fravel, Mr. David Hines, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Mr. Bruce Boncal, Acting Superintendent

Others Present: Chris Kenyon, Esq., Solicitor, Adrienne Craig, Board Secretary and Madalyn Charnego, Student Representative

Members Absent: Mrs. Loren Koch and Mrs. Denise Smith

**3. Pledge of Allegiance:** Led by Emma Ertel, student representing Jersey Shore Area Middle School Outdoor Club.

**Motion:** A motion was made by Christopher Fravel and seconded by Merrill Sweitzer to separate item D.1.m. from personnel items:

m. appointing Bruce Boncal as Acting Superintendent, effective May 6, 2016 to May 30, 2016.

The vote was a unanimous Yes. Motion carried.

**Motion:** A motion was made by Craig Allen and seconded by Karen Stover to approve item D.1.m. and to have a roll call vote:

m. appointing Bruce Boncal as Acting Superintendent, effective May 6, 2016 to May 30, 2016.

The vote was 7 - Yes and 0 - No. Motion carried. The vote was as follows:

|                  |     |              |     |
|------------------|-----|--------------|-----|
| Craig Allen      | Yes | Chris Fravel | Yes |
| David Hines      | Yes | Karen Stover | Yes |
| Merrill Sweitzer | Yes | Mary Thomas  | Yes |
| Kelley Wasson    | Yes |              |     |

**B. Presentations**

**1. Communications:** None

**2. President's Report:** None

**3. Student Representative Report:** Junior-Senior Prom was held on Saturday.

**4. Intermediate Unit Report:** None

**5. Superintendent's Report:**

- a. High School FBLA - Dolly Oden
- b. Middle School Outdoor Club - Laura Milarch
- c. Middle School Science Olympiad - Laura Milarch
- d. Senior High Building Maintenance - Heath Rager

- e. Wellness Update - Carmen Terry
- f. LEED certification - Adrienne Craig
- g. Act 10 - Adrienne Craig
- h. 2016-17 Budget Update - Adrienne Craig

**C. Courtesy of the Floor:**

Troy Musser –Watson Twp. – commented on Relay for Life Facility Use fee.  
Marc Drier-Pine Creek Twp. – commented on Relay for Life Facility Use fee.  
John Shireman –JS Boro. – commented on school buildings, pool and ALiCE Training.  
Bob Pryor –Watson Twp. – commented on previous Right to Know request.  
Bradd Williamson –Limestone Twp. – introduced himself, new JSAEA President.  
Allison Confair-Avis Boro. - introduced herself, new JSAEA Vice President.  
Burt Francis –JS Boro. – commented on all the good things happening in the school district.

**I. Executive Session**

An Executive Session was held beginning at 9:05 p.m. for personnel matters after which business will be conducted.

Meeting resumed at 10:29 p.m.

**D. Personnel**

**1. Personnel:**

President David Hines tabled personnel items g., h., and i:

- g. the appointment of Seth Hensler to a Family and Consumer Science/Health Teacher position at the Middle School, Step B-1 (42,004.00) of the JSAEA contract, effective August 17, 2016.
- h. the appointment of Jill Macklem to a Reading Teacher position at the Middle School, Step M-6 (\$54,303.00) of the JSAEA contract, effective August 17, 2016.
- i. the appointment of Elizabeth Long to a Grade 5 Teacher position at Jersey Shore Elementary, Step B-1 (\$42,004.00) of the JSAEA contract, effective August 17, 2016.

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

- a. accepting a letter of retirement from Peggy Ludwig, Senior High custodian, effective May 28, 2016.
- b. a day without pay for Tabitha Gehr on May 2, 2016.
- c. a day without pay for Megan Kodish on June 1, 2016.
- d. a day without pay for Christopher Lahr on May 25, 2016.
- e. appointment of the following as Student Lifeguards, effective May 10, 2016:

Victoria Bellomo  
Kendra White  
Paige Weston  
Averie Hess

- f. accepting a letter of resignation from Tess Bower, High School Music Teacher, effective the last day of the 2015-2016 school year.
- j. appointment of Valli Danley as an Extended School Year Nurse, for a student, for four days a week from June 20, 2016 through July 21, 2016 at a rate of \$15.72 per hour.
- k. the following School Bus Drivers:

|                  |                     |
|------------------|---------------------|
| Shane Hanley     | Susquehanna Transit |
| Joanne Litzelman | Susquehanna Transit |
| Joshua Walker    | Susquehanna Transit |

- l. the following School Bus Aides:

|                 |                     |
|-----------------|---------------------|
| Dale Fryer, Sr. | Susquehanna Transit |
| Elijah Bardo    | Susquehanna Transit |
| Rita Almasy     | Marden's Inc.       |

The vote was a unanimous Yes. Motion carried.

#### **E. Curriculum and Instruction: None**

#### **F. Building and Grounds**

##### **1. Building and Grounds Items:**

**Motion:** A motion was made by Kelley Wasson and seconded by Chris Fravel to approve the following Building and Grounds items as listed on the Agenda:

- a. a \$35,590 change order for Automated Logic for additional work on the HVAC control project at the High School. (Attachment)
- b. awarding the contract for the Salladasburg Elementary Disinfection Upgrade project to JP Environmental, the low bidder, for \$36,500 as recommended by Larson Design, the project engineers. (Attachment)

The vote was a unanimous Yes. Motion carried.

#### **G. Finance: None**

#### **H. Miscellaneous**

##### **1. Miscellaneous Items:**

**Motion:** A motion was made by Merrill Sweitzer and seconded by Mary Thomas to approve the following Miscellaneous items as listed on the Agenda:

- a. the following out of state field trip:  
  
June 27, 2016 - July 3, 2016 - Atlanta, Georgia-6 students (Grades 10-12), FBLA  
Chaperones - Dolly Oden, Cindy Ferguson
- b. waiver of age requirement of 16 per Policy 239.

- c. a Facilities Use Agreement by and between Lock Haven University and Jersey Shore Area School District. (Attachment)
- d. a Letter of Agreement between Jersey Shore Area School District and Beacon Light Behavioral Health System & Beacon Light Adult Residential Services, effective July 1, 2016 to June 30, 2017. (Attachment)
- e. a Contract between Hope Enterprises, Inc. and Jersey Shore Area School District for Physical and Occupational Therapy Services, effective July 1, 2016 through June 30, 2017. (Attachment)
- f. a Memorandum of Understanding between Bloomsburg University and Jersey Shore Area School District for the ACE program, the term of this memorandum is 5 years. (Attachment)

The vote was a unanimous Yes. Motion carried.

#### **J. Adjournment**

**Motion:** A motion was made by Christopher Fravel and seconded by Merrill Sweitzer to adjourn the May 9, 2016 Regular Board Meeting at 10:42 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Adrienne F. Craig  
Board Secretary

# AUTOMATEDLOGIC

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**To:** Jersey Shore Area School District  
175 A&P Drive  
Jersey Shore, PA 17740

**Date:** April 14, 2016

**Attn:** Mark Wall

**Change Order No.:** 1

**Job Name:** HIGH SCHOOL CONTROL UPGRADE

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Automated Logic (ALC) respectfully submits the following proposal to replace the existing pneumatic actuators for sixty-three (63) convectors. These valves were never included in the base project. These valves were never on any valve schedule on any mechanical print or identified on the JCI control drawings. These convectors are for vestibules and hallways. There is several that control office heat. Please see the scope for a detailed outline of the work.

## CHANGE ORDER 1 SCOPE OF WORK

AutomatedLogic shall:

- Remove the existing pneumatic valves from the sixty-three convectors.
- Furnish and install sixty-three (63) new Danfoss control valves. These valves shall have an actuator that will be able to be adjusted to the correct amount of heat for each area.
- After the valve installation the new valves and piping will checked for heating hot water leaks.

## CHANGE ORDER 1 PRICING

This project represents an investment of:

Project Price .....\$35,590.00

## NOTES & CLARIFICATIONS

- The proposed price is subject to unmodified acceptance of the attached Terms and Conditions of Sale.

# AUTOMATEDLOGIC

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- Proposal based on performing work during normal working hours (Monday - Friday, 0700 – 1700); This proposal is valid for a period of thirty (30) days after which time it will be subject to change or withdrawal.
- The new Danfoss valves will NOT be on the new WebCTRL system. The associated convectors will not be on WebCTRL as well. These will stand alone units.
- This project may be handled through the COSTARS program. Automated Logic is a COSTARS supplier.
- This proposal does not contain patching; painting; prevailing wages, if required; overtime; after hours work; permits, if required or asbestos removal, if required.
- This proposal does not include PA sales tax.
- Payment schedule is 50% upon order, progressive billings based on percentage complete with final billing upon startup. Terms are Net 10 days.

Do not hesitate to call me at 717.909.7000 x125 with any questions regarding scope or coverage. I thank you for the opportunity to serve you!

Respectfully,

Accepted by:

*Mark Crow*

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Mark Crow  
Account Executive

DATE: \_\_\_\_\_

# AUTOMATED LOGIC

## TERMS AND CONDITIONS OF SALE AUTOMATED LOGIC CONTRACTING SERVICES, INC.

1. **PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

2. **SCOPE OF WORK/EXCLUSIONS** - Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our scheduled rates.

3. **EXTRAS** - Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. **EMERGENCY SERVICE WORK** - If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rates.

5. **SHIPMENT/PARTIAL SHIPMENT/RETURNS** - All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and Invoice. Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. **DELAYS** - Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon as practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. **WARRANTY** - Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date of acceptance. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. **WORKING HOURS** - All services performed under this Agreement including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. **CHANGE ORDERS/ADDITIONAL WORK** - Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. **CUSTOMER RESPONSIBILITIES** - Customer shall provide safe and reasonable access to the job site and equipment being serviced, and a safe work environment; keep areas adjacent to equipment free of extraneous material; move any stock, fixtures, walls, partitions, ceilings or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If on-site service via modem is being provided, the Customer shall

provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. **LIMITATION OF LIABILITY** - Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. **TERMINATION FOR CONVENIENCE** - In the event Customer terminates this Agreement through no fault of Automated Logic or for Customer's convenience, Customer shall provide prior written notice of termination and agree to pay Automated Logic for all material furnished or manufactured, labor performed and services provided up to the date of termination, all out-of-pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including a reasonable profit.

13. **CUSTOMER TERMINATION FOR DEFAULT** - Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

14. **AUTOMATED LOGIC TERMINATION** - Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

15. **CLAIMS / ALC EMPLOYEES** - Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that ALC's employees are valuable assets to ALC. During the Term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires an ALC employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay ALC an amount equal to 12 months salary for such employee, and 2) reimburse ALC for all costs associated with any training ALC provided to such employee.

16. **GOVERNMENT PROCUREMENTS** - (a) The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) **WHERE AUTOMATED LOGIC IS SUBCONTRACTOR** - Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Carrier refers to FAR 52.244-8, "Subcontract for Commercial Items and Commercial Components."

17. **HAZARDOUS MATERIALS** - If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

18. **OCCUPATIONAL SAFETY AND HEALTH** - Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

19. **ENTIRE AGREEMENT, ASSIGNMENT AND MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

20. **CUSTOMER CONSENT** - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

21. **FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a patent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95828.

ALCS-T&C-08/10/2012

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**NOTICE OF AWARD**

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**Date of Issuance:** May 9, 2016

**Owner:** Jersey Shore Area School District

**Owner's Contract No.:**

**Engineer:** Larson Design Group

**Engineer's Project No.:** 6001-021

**Project:** Salladasburg Elementary School  
WWTP Disinfection Upgrade

**Contract Name:** Salladasburg Elementary  
School WWTP Disinfection  
Upgrade

**Bidder:** JP Environmental, LLC

**Bidder's Address:** 2693 Lower Road, Shamokin, PA 17872

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated April 22, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

- Modification to existing chlorine contact tank, and the installation of a new Ultraviolet Disinfection System including associated electrical construction.

The Contract Price of the awarded Contract is: \$ 36,500.00.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and three (3) copies of the Contract Documents will be made available to Bidder at a later date.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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**Owner:**

**Authorized Signature**

**By:**

**Title:**

**Copy:** Larson Design Group



**FACILITIES USE AGREEMENT**  
**BY**  
**AND**  
**BETWEEN**  
**LOCK HAVEN UNIVERSITY**  
**OF THE**  
**STATE SYSTEM OF HIGHER EDUCATION**

**AND**

**Jersey Shore School District**

This Facilities Use Agreement ("Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between Lock Haven University of the State System of Higher Education, a public corporation and governmental instrumentality of the Commonwealth of Pennsylvania created by Act 188 of 1982, 24 P.S. §20-2001-A et seq., acting through its president or the president's designee (hereinafter called the "University"),

**AND**

Jersey Shore Area School District, a public procurement unit pursuant to Section 1901 of the Commonwealth Procurement Code, 62 PaC.S.A. §1901, existing under and by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter called "User"), which is a PA School District (a local governmental entity) operating under the PA Public School Code organized and operated exclusively for educational purposes. The District provides elementary and secondary education to the residents of the following municipalities: \_\_\_\_\_ within Lycoming, County of Pennsylvania.

**WITNESSETH:**

**WHEREAS,** User is a school district in Lycoming County, Pennsylvania made up of the following schools: \_\_\_\_\_

**WHEREAS,** User desires to use University facilities to conduct certain activities and practices associated with its academic and athletic programs; and

**NOW THEREFORE,** for and in consideration of the terms and conditions hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto, in good faith, agree as follows:

1. **Term.** The term of this contract shall be from the date set forth above (provided the contract has been fully executed by the parties and all approvals required by the Commonwealth have been

obtained) to December 31, 2016.

**2. Facilities Use.** The University agrees to provide to the User, on a space-available basis, the use of facilities for the purpose of academic and athletic programming and practices ("Program"). JSASD will designate a Program Administrator that will be the principal point of contact for facility use requests under this agreement and who will have responsibility for ensuring that the using group is in compliance with the terms of this agreement. All requests will be made through the JSASD Program Administrator to the University's Facilities Planning & Scheduling Coordinator, using the Event Request Form (Attachment A.) If the University is able to accommodate the User's request, University's Facilities Planning & Scheduling Coordinator will provide a completed Event Request Form to JSASD's Program Administrator.

**3. Facilities Use Charges.** In consideration of the facilities and services enumerated above, a fee schedule will be determined based on the specific facilities used. The fee will be specified on the completed Event Request Form. The University will invoice the User after the event has taken place and User will pay within thirty (30) days of receipt of invoice.

**4. Protection of Minors.** The University is committed to ensuring that all programs conducted on its campus promote the health, wellness, safety, and security of minor children who participate in the programs. In order to ensure that this objective is met, User agrees to the following provisions:

- a. Program Administrator and Staff; Background Clearances.** User will provide to the University the name(s) of the individual (s) who have primary and direct operational responsibility for managing the Program. In addition, User will provide to the University the names of all program staff, paid and unpaid, who may have direct contact, interact with, treat, supervise, chaperone, or otherwise oversee minors (the "Registry"). Any changes in program administrators or staff will be promptly reported to the University. The Registry must be submitted annually. All personnel involved with the conduct and oversight of the Program will be required to have the following satisfactory clearances: Pennsylvania State Police Request for Criminal Records Check (Act 34), Department of Public Welfare Child Abuse History Clearance (Act 151), and a Federal Criminal History Record Information (CHRI) background check. User will maintain records of the clearances and provide a report to the University showing the name, date and satisfactory clearance status of all personnel involved with the Program. In addition, the University will have the right to review the clearance files to validate that there is no disqualifying information. All clearances must be renewed every three years. All documents required to be submitted to the University under this paragraph will be provided to University's Facilities Planning & Scheduling Coordinator.
- b. Supervision Ratio.** In establishing supervision ratios for a program, activity, or service involving minors, a program administrator should consider the ages of the minors participating, the nature of the program, activity or service to ensure minor safety, the location of the activity, and the duration of the program, activity or service involving minors. User shall ensure that the following supervision ratios are met:
  - a.** 1 staff for every 6 participants 5 years of age or younger (1:6)
  - b.** 1 staff for every 8 participants aged 6-8 years (1:8)
  - c.** 1 staff for every 10 participants aged 9-14 (1:10)
  - d.** 1 staff for every 12 participants aged 15-18 (1:12)

Note: Ratios are based on the American Camp Association.

- c. **Two-Deep Requirement.** At least two authorized adults will be present at all times during conduct of the Program. At no time shall minors be alone with an adult.
- d. **Staff Code of Conduct.** All adults associated with the Program involved in activities that will be conducted on University premises shall observe a written code of conduct substantially similar to the model Code of Conduct set forth in Attachment B.
- e. **Drop-off/Pick-up; Facilities Restrictions.** User will provide supervision of participant drop-off and pick-up for activity sessions to ensure that participants are supervised at all times when on University premises. Participants will only be permitted to access the facilities covered by this agreement.
- f. **Participant Requirements.** User will ensure that minors and parents or legal guardians of minors submit required forms before minors will be allowed to participate in Program activities. These forms may include, but are not limited to, a participation agreement, health form, emergency contact form, proof of medical insurance, photo and recording release, and participant code of conduct. User shall require participant forms comparable to those required for similar activities conducted on User's premises and shall maintain a file of required forms.
- g. **Training.** All authorized adults or program staff including volunteers working with minors are required to be trained on policies and issues related to minor safety and security. The training will be offered and completed when needed and may vary based on the role of the authorized adult. User shall require training comparable to that required for similar activities conducted on User's premises. Documentation of training completion is required to be maintained by the program administrator. Program administrators of non-University sponsored programs or non-University groups providing services to University sponsored programs are required to certify that they have satisfactorily completed required training before being allowed to use University facilities. Training will include topics as:
  - Detecting and reporting abuse.
  - First aid/CPR and medication management.
  - Participant conduct management and disciplinary procedures.
  - Authorized adult or program staff code of conduct.
  - Sexual and other unlawful harassment.
  - Safety and security protocols.
  - Crime reporting procedures.

Note: All authorized adults or program staff must have completed mandated reporter training.

All documents required to be submitted to the University under this paragraph will be provided to University's Facilities Planning & Scheduling Coordinator.

- h. **Reporting Obligations.** In a situation of suspected child abuse, all User staff are mandated reporters under this agreement. Everyone who is deemed a mandated reporter pursuant to this

agreement shall be trained as if designated a mandated reporter by Pennsylvania law. All mandated reporters shall make an immediate report of suspected child abuse or cause a report to be made if they have reasonable cause to suspect that a child is a victim of child abuse under any of the following circumstances:

- i. The mandated reporter comes into contact with the child in the course of employment, occupation, and practice of a profession or through a regularly scheduled program, activity, or service.
- ii. The mandated reporter is directly responsible for the care, supervision, guidance, or training of the child, or is affiliated with an agency, institution, organization, school, regularly established church or religious organization, or other entity that is directly responsible for the care, supervision, guidance, or training of the child.
- iii. A person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse.
- iv. An individual 14 years of age or older makes a specific disclosure to the mandated reporter that the individual has committed child abuse.

The minor is not required to come before the mandated reporter in order for the mandated reporter to make a report of suspected child abuse. The mandated reporter does not need to determine the identity of the person responsible for the child abuse to make a report of suspected child abuse. Mandated reporters must immediately make an oral report of suspected child abuse to the Department of Public Welfare (DPW) by calling 1-800-932-0313, or a written report to DPW using electronic technologies when available. If an oral report is made, a written report shall also be made within 48 hours to DPW or the county agency assigned to the case as prescribed by DPW. Immediately following the report to DPW, the mandatory reporter must notify the designated person in charge at the University who will assume responsibility for facilitating the university's cooperation with the investigation of the report. More than one report of the suspected abuse is not required

- i. **Legislative and Policy Updates.** The parties acknowledge that it may be necessary from time to time to modify the provisions of this Agreement pertaining to protection of minors in order to comply with legislative or policy updates, including updates to policies of the Pennsylvania State System of Higher Education. In such cases, the University will notify User of the necessary changes and they will be incorporated into an amendment to the Agreement.
- j. **Compliance.** All requirements set forth in this Section 4 should be met no later than thirty days prior to the commencement of Program activities on University property.

- 5. **Insurance.** User shall provide the University (Attachment C.,) in advance of occupancy, a certificate of insurance with comprehensive commercial liability coverage in the amount of one million dollars (\$1,000,000.00) each occurrence; ten thousand dollars (\$10,000.00) medical expense limit for any one person; and two million dollars (\$2,000,000.00) general aggregate limit. The University must be named as an additional insured on any such certificate. In addition, the certificate shall provide that the insurance carrier will provide advance notice to the University of any termination, cancellation, discontinuance or modification in coverage of the insurance. Failure to provide such proof or the

failure to maintain such insurance shall immediately suspend this Agreement and be deemed a material default.

User shall maintain worker's compensation insurance in accordance with the provisions of Pennsylvania law. User shall furnish Lock Haven University with copies of certificates of such insurance which shall include a minimum thirty (30) day cancellation clause and add Lock Haven University as an additional insured.

All documents required to be submitted to the University under this paragraph will be provided to University's Facilities Planning & Scheduling Coordinator.

6. **Liability.** User agrees that the University, or any organization affiliated with the University, the State System of Higher Education, or the Commonwealth and their officers, agents or employees (collectively the University) shall not be responsible for the loss or damage to any of User's property, or any property of User's employees, agents, contractors, or representatives located on the University's premises by fire, theft, vandalism or other hazard. User's agreement will not extend to any loss or damage insofar as they result from intentional or willful or reckless actions of employees or agents of the University.

Furthermore, User agrees to indemnify and hold harmless the University, the State System of Higher Education, the Commonwealth of Pennsylvania and its officers, agents and employees from all liability or contractual claims in relation to any personal injuries to any person whatsoever, or any losses or expenses due to such personal injuries or due to instances of damages to personal property, arising from or related to the use of the facilities provided for the Program to User, its employees, agents, or representatives. User's obligation to hold the University harmless will not extend to any such damages, losses, expenses, claims, demands, suits or actions insofar as they result from intentional or willful or reckless actions of employees or agents of the University.

This provision, or any other referencing liability, shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University and shall survive the termination of this agreement.

7. **Independent Contractors.** The University and User acknowledge that they are independent contractors in regard to this Agreement and the University is not User's agent for any purpose whatsoever or vice-versa. Neither party will have the authority to enter into any contract/agreement nor assume any obligation for the other, nor shall anything herein be construed to establish any partnership, joint venture, or principal-agent relationship between the University and User. Neither shall use the other's name or likeness without prior written consent of the other.
8. **Damage of University Property.** In case of damage or destruction to the property of the University due to actions, whether intentional or unintentional, by User or its employees, agents, contractors, or representatives, User will be responsible for the cost of replacing the property destroyed, or at the University's option, for the cost of restoring the property to its original condition.

User agrees not to modify or deface the facilities of the University in any way, and understands that this provision includes a requirement that the University's permission must be granted specifically for any decorations placed on or about University facilities by User. Such permission shall not be unreasonably withheld, conditioned or delayed.

9. **Applicable Laws/Policies.** User agrees that it shall conduct no activity on the University's premises in violation of any applicable law or in violation of any University regulation or policy, or in opposition to any reasonable direction that may be issued from time to time by the University Administration. User employees, representatives, contractors, and assigns must adhere to all fire and safety codes and regulations.
10. **Publicity.** User shall not use the name or logo of the University in any advertising or public relations material without the advance written consent of the University.
11. **Ejection.** The University reserves the right to eject any objectionable person or persons from the University premises at all times, including periods when the facility/real property is provided to User pursuant to this Facilities Use Agreement.
12. **Delay of Performance.** The University shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control, such as but not limited to fire, flood, work stoppage or strikes, loss of the use of a building or buildings due to construction or maintenance, acts of God and the like.
13. **Assignment.** Except with the advance written consent of the University, User may not assign its rights or obligations hereunder.
14. **Modification.** No changes shall be made in any of the terms of this Agreement without the prior written consent of both parties and with the same formality as this original Agreement.
15. **Controlling Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. User consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. User agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.
16. **Non-Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
17. **Binding Effect.** This Agreement shall not be binding and shall have no legal force or effect until the review and approval of the Office of University Legal Counsel of the State System of Higher Education and of the Offices of Attorney General of Pennsylvania are obtained.
18. **Severability.** If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.
19. **Entire Agreement.** This Agreement contains the entire agreement between the University and User regarding the Program and supersedes all prior oral or written agreements or understandings.

20. **Termination.** Either party may terminate this Agreement upon **s i x t y ( 60 )** days written notice to the other party. Notice shall be deemed received when deposited into the custody of the U.S. Postal Service, postage prepaid.

21. **Notices.** Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

University: Mr. William Hanelly, Senior Vice-President  
and Chief Operating Officer  
401 N. Fairview Avenue  
Lock Haven University  
Lock Haven, PA 17745

University: Marchal Rote, Facilities Planning & Scheduling Coordinator  
95 West Fourth Street  
Lock Haven, PA 17745  
570-484-2002

User: \_\_\_\_\_ (organization)  
\_\_\_\_\_ (name/title)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (city/state/zip)  
\_\_\_\_\_ (phone)  
\_\_\_\_\_ (email)

or to such other addressee as may be hereafter designated by written notice which must be delivered and received at its place of business during regular business hours.

22. This Agreement shall be binding upon the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto, have caused this Facilities Use Agreement to be executed by their respective officers the date and year hereinabove mentioned.

For Jersey Shore Area School District

For Lock Haven University:

Name \_\_\_\_\_  
Title \_\_\_\_\_

William T. Hanelly, Sr. Vice-President  
and Chief Operating Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved for form and legality:

\_\_\_\_\_  
University Legal Counsel

\_\_\_\_\_  
Office of Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Rider A – Event Request Form**

**LOCK HAVEN UNIVERSITY – EVENT REQUEST FORM**  
**Jersey Shore Area School District Events**

**(MARCHAL ROTE, 110 Facilities Bldg. – Facilities Planning & Scheduling Coordinator – 570-484-2002)**

**Requester's Name (Program Administrator)** \_\_\_\_\_  
**Email** \_\_\_\_\_ **Phone** \_\_\_\_\_

**School Name** \_\_\_\_\_ **Address** \_\_\_\_\_

**Nature of Event** \_\_\_\_\_ (i.e. practice, promotion, swimming event, etc.)  
**Expected Number of Minors Attending** \_\_\_\_\_ **Ages of Minors Attending** \_\_\_\_\_  
**Based on the ratio guideline below, I will have** \_\_\_\_\_ **authorized adults helping. (please submit names of those authorized adults)**

- a. 1 staff for every 6 participants 5 years of age or younger (1:6)
- b. 1 staff for every 8 participants aged 6-8 years (1:8)
- c. 1 staff for every 10 participants aged 9-14 (1:10)
- d. 1 staff for every 12 participants aged 15-18 (1:12)

**Location Requested** \_\_\_\_\_  
**Dates and Times Requested (use separate sheet if needed)** \_\_\_\_\_

**SPECIAL NEEDS/EQUIPMENT:** You are responsible to confirm any arrangement prior to your event.

|                      |                   |                           |
|----------------------|-------------------|---------------------------|
| _____ Police Officer | _____ # 8' Tables | _____ #Parking Lot/Spaces |
| _____ # Chairs       | _____ Piano       | _____ Staging/Risers      |
| _____ Podium         | _____ Grill       | _____ Tent/Pavilion       |

**CUSTODIAL SUPPORT** – If your event is over a period of time or many people are attending, we need to know so we can support your event. Please circle yes or no if you require this service during your event?  
**YES NO**

**FOOD SERVICE** : No outside food or drinks may be brought in without proper permissions. Events in the PUB or Bentley must be catered by Aramark at 570-484-2296.

**THEATRE/TECH SUPPORT - (570-484-2864)** \_\_\_\_\_

**FEE** - Estimated Use Fee for use of Facilities \$ \_\_\_\_\_ (additional fees may be incurred for damages)

By my signature below, I agree to coordinate this event with Jersey Shore Area School District's Program Administrator and LHU's Facilities Planning & Scheduling Coordinator to meet all requirements of the Facilities Use Agreement between the parties prior to using LHU facilities.

**Requester's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**JSASD's Program Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Phone** \_\_\_\_\_ **Title** \_\_\_\_\_

**Lock Haven University: Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**The LHU facilities mentioned above have been reserved:** \_\_\_\_\_ **on** \_\_\_\_\_

## **ATTACHMENT B – Staff Code of Conduct**

Authorized adults or program staff should be positive role models for minors and act in a caring, honest, respectful, and responsible manner that is consistent with the mission of Lock Haven University. Authorized adults or program staff are required to comply with all applicable laws, Pennsylvania State System of Higher Education Board of Governors' policy, and university policy. Authorized adults or program staff working in programs covered by this policy must follow these expectations to avoid conduct that could cause harm or be misinterpreted.

- a. Do not engage in any sexual activity, make sexual comments, tell sexual jokes, or share sexually explicit material with minors or assist in any way to provide access to such material to minors.
- b. Do not engage or allow minors to engage you in romantic or sexual conversations or related matters. Similarly, do not treat minors as confidantes; refrain from sharing sensitive personal information about yourself. Examples of sensitive personal information that should not be shared with minors are information about financial challenges, workplace challenges, drug or alcohol use, and romantic relationships.
- c. Do not touch minors in a manner that a reasonable person could interpret as inappropriate. All personal contact should generally only be in the open, and in response to the minor's needs, for a purpose that is consistent with the program's mission and culture, or for a clear educational, developmental, or health-related purpose (e.g., treatment of an injury). Any refusal or resistance from the minor should be respected.
- d. Do not use harassing language that would violate Board of Governors' Policy 2009-03: Social Equity, or university harassment policies.
- e. Do not be alone with a minor. If one-on-one contact is required, meet in open, well-illuminated spaces or rooms with windows observable by other authorized adults or program staff, unless the one-on-one contact is expressly authorized by the program administrator or is being undertaken for medical care.
- f. Do not meet with minors outside of established times for program activities. Any exceptions require written parental authorization and must include more than one authorized adult or program staff.
- g. Do not invite individual minors to your home or other private locations. Any exceptions require authorization by the program administrator and written authorization by a parent/guardian.
- h. Do not provide gifts to minors or their families independent of items provided by the program.
- i. Do not engage or communicate with minors except for an educational or programmatic purpose; the content of the communication must be consistent with the mission of the program and the university.
- j. Do not engage in any abusive conduct of any kind toward, or in the presence of, a minor, including, but not limited to, verbal abuse, striking, hitting, punching, poking, spanking, or restraining. If restraint is necessary to protect a minor or other minors from harm, all incidents must be documented and disclosed to the program administrator and the minor's parent/guardian.
- k. Do not use, possess, or be under the influence of alcohol or illegal drugs while on duty, or in the presence of minors involved in a program, or when responsible for a minor's welfare.
- l. Do not provide alcohol or illegal substances to a minor.
- m. Do not provide medication to a minor unless authorized by the program's medication management guidelines.
- n. When transporting minors, more than one authorized adult or program staff from the program must be present in the vehicle, except when multiple minors will be in the vehicle at all times through the transportation. Avoid using personal vehicles if possible and comply with the program's transportation guidelines.

**ATTACHMENT C**

**Jersey Shore Area School District's Certificate of Insurance naming LHU as an Additional Insured.**

## Letter of Agreement

7/1/2016 to 6/30/2017

**Beacon Light Behavioral Health System &  
Beacon Light Adult Residential Services  
and  
Jersey Shore Area School District**



**BEACON LIGHT**

BEHAVIORAL HEALTH SYSTEM

A Member of Journey Health System

1885 Market Street  
Warren, PA 16365  
Phone: 814-584-1140  
Fax: 814-584-1141

Outpatient Services  
Forest/Warren Counties  
1885 Market Street  
Warren, PA 16365  
Phone: 814-723-1832  
Fax: 814-726-8426

Custer City School  
Bradford RTF  
945 South Avenue  
Custer City, PA 16725  
Phone: 814-817-1372  
Fax: 814-817-1374

Bridgeport Academy  
717 E. Mill St.  
Port Allegany, PA 16743  
Phone: 814-545-1921  
Fax: 814-545-1930

Children's Clinical Home  
1574 Bee Line Highway  
DuBois, PA 15801  
Phone: 814-503-8697  
Fax: 814-503-8798

Children's Clinical Home  
6395 Clearfield-Woodland Highway  
Clearfield, PA 16830  
Phone: 814-205-4014  
Fax: 814-205-4017

Towanda RTF  
117 VanKuren Drive  
Towanda, PA 18848  
Phone: 1-866-375-3967  
Fax: 570-265-9843

Youngsville RTC  
585 E. Main Street  
Youngsville, PA 16371  
Phone: 1-866-857-5272  
Fax: 814-563-3364

STRIDE - West  
145 Lorana Avenue  
Bradford, PA 16701  
Phone: 814-817-1316  
Fax: 814-817-1308

STRIDE - East  
117 VanKuren Drive  
Towanda, PA 18848  
Phone: 1-866-375-3967  
Fax: 570-265-9843

Community Services  
Elk/Cameron  
94 Hospital Drive  
Ridgway, PA 15853  
Phone: 814-389-1100  
Fax: 814-389-1101

Community Services  
623 Elm Street  
Tionesta PA 16353  
Phone: 814-755-3639  
Fax: 814-755-3649

SAY Program  
800 East Main Street  
Bradford, PA 16701  
Phone: 814-817-1310  
Fax: 814-362-5263

STAR Program  
800 East Main Street  
Bradford, PA 16701  
Phone: 814-817-1310  
Fax: 814-362-5263

Beacon Light Behavioral Health System and Beacon Light Adult Residential Services establish cooperative agreements with social service providers, county offices, social resources and other support systems as a means of offering a comprehensive system of care and treatment for our clients. We are requesting that your agency agree to collaborate with us to assist in providing the best treatment for the clients that we mutually serve.

This agreement confirms that **Jersey Shore Area School District** agrees to collaborate in accordance with applicable rules, regulations and policies. This may include, but is not limited to, collaboration regarding referral, treatment, discharge planning, and establishing supports for clients and their family member with any or all of the following Beacon Light Behavioral Health System and Beacon Light Adult Residential Services programs:

|   |   |
|---|---|
| Outpatient Services<br>Family Based Behavioral Health<br>Multi Systemic Therapy<br>Psychiatric Hospitalization<br>BHRS, MT & TSS<br>Independent Living<br>School Based Behavioral Health<br>Psychiatric Residential Treatment<br>STRIDE/STAR/SAY RTF Programs | Decision Support Center<br>Peer Support Services<br>Mobile Medication Management<br>Case Management Services<br>Drop-In Center<br>SAP & Prevention<br>Psychiatric Rehabilitation<br>Community Stabilization &<br>Reintegration Unit |
|---|---|

The term of this Agreement shall be 12 months, 7/1/16 to 6/30/17. Either party may terminate this agreement for any reason with thirty (30) days written notice. Either party may terminate this Agreement in the event of a substantial breach. The Agreement, in and of itself does not constitute a partnership or joint venture of any nature between the two entities.

**Jersey Shore Area  
School District  
Dorothy Chappel**

Denise Bean  
Executive Director  
BLBHS

James Wiseman  
Executive Director  
BLARS



## **CONTRACT FOR PHYSICAL AND OCCUPATIONAL THERAPY SERVICES**

This contract is made and entered into this 1<sup>st</sup> day of July, 2016 between Hope Enterprises, Inc. (Hope) and the Jersey Shore Area School District (District).

For and in consideration of the mutual promises set forth in this contract, the parties do mutually agree as follows:

**1. Obligations of Hope.** Hope hereby agrees to provide **physical therapy (PT) services for school age students** as follows:

- 1.1 To provide direct physical therapy services, based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
- 1.2 To provide consultative physical therapy services, based on the individual student's evaluation results and the planned intervention goals on the IEP. Evaluations will be completed in a ninety (90) minute session or less.
- 1.3 To complete observations, screenings and evaluations of referred students and written reports as required by established procedures. The evaluations and corresponding documentation will concentrate on access to and participation in school based settings.
- 1.4 To aide in the development of IEPs for students for the 2016-2017 school year based on students' identified needs for physical therapy.
- 1.5 To attend all parent conferences, team meetings, IEP conferences, and other student related meetings as needed to review evaluation results, therapy services, and assist in the development of the IEPs.
- 1.6 To sign in/out at each site upon arrival and departure based on District protocol and procedure.
- 1.7 To maintain documentation of services provided and outcomes using the DARTS data management system. The District will help define parameters for the access to the system.
- 1.8 To provide documentation of professional licensure and liability insurance.

2. Obligations of District.

- 2.1 The District and Hope will designate a single point of contact to discuss programming and contract performance.
- 2.2 The District will obtain written parent permission and physician referral for students.
- 2.3 The District will approve any addition or reductions of Hope's therapy days.
- 2.4 The District hereby agrees:
- |                             |    |       |
|-----------------------------|----|-------|
| Physical Therapy Hourly Fee | \$ | 75.00 |
| IEP Meeting Hourly Fee      | \$ | 44.00 |
| Travel rate                 | \$ | 44.00 |

3. Dates. The services described in the contract will be provided on the following date(s): July 1, 2016 through June 30, 2017.

4. Terms and Methods of Payment. Hope will submit an invoice for services within 10 days of the close of the month in which services were provided. Payment is to be made within thirty (30) calendar days of the receipt of the invoice.

5. Indemnity and Insurance Requirements. Hope shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain:

- a. arising out of Hope's failure to comply with any applicable law, ordinance, regulation, or industry standard;
- b. arising directly or indirectly out of Hope's performance or lack of performance of this contract.

Hope certifies that it currently has and agrees to maintain during its performance under this contract the following insurance from one or more insurance companies acceptable to the District and authorized to do business in the State of Pennsylvania.

Certificates of such insurance shall be furnished by Hope to the District and shall contain the provision that the District be given 30 days' written notice of any intent to cancel or terminate by either Hope or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

6. Contract Transfer. Hope shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the District.
7. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the District and Hope. However, minor modifications may be made to take advantage of unforeseen opportunities that: (a) do not change the intent of the contract or the scope of Hope's performance; and (b) do not increase Hope's total compensation or method of payment. All such minor modifications to the contract must be recorded in writing and signed by both the District Special Education Coordinator and Hope, and placed on file with this contract. No price adjustments will be made unless the procedure has been included in the contract and a maximum allowable amount stipulated.
8. Monitoring and Evaluation. Hope shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing, or investigating activities related to this contract. Hope shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
9. Confidentiality of Student Information. If, during the course of the Hope's performance of this contract, Hope should obtain any information pertaining to the students' official records, Hope agrees that this contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.
10. Mediation. If a dispute arises out of or relates to this contract, or the breach of this contract, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation.
11. Entire Agreement. This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract.

**IN WITNESS WHEREOF**, the District and Hope have executed this contract on the day and year first written above.

Hope Enterprises, Inc.

By: \_\_\_\_\_  
Signature Date

Jersey Shore Area School District

By: \_\_\_\_\_  
Signature Date



## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Bloomsburg University of Pennsylvania hereinafter referred to as "the University" and The Jersey Shore School District, hereinafter referred to as "the District", a public school district under the laws of the Commonwealth of Pennsylvania. EIN# \_\_\_\_\_.

### **WITNESSETH:**

**WHEREAS**, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

**WHEREAS**, the Legislature has determined by *Act 188 of 1982* that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

**WHEREAS**, the mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

**WHEREAS**, certain students in the District may benefit from the opportunity to take classes offered by the University; and

**WHEREAS**, the University wishes to develop a Advance College Experience program to recruit outstanding students to the University student body, and

**WHEREAS**, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

**WHEREAS**, the University wishes to offer certain classes at off-campus sites within the District; and

**WHEREAS**, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and

**WHEREAS**, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree and contract as follows:

1. **Term**. This Agreement shall be effective upon the review and approval of all the necessary Commonwealth officials. The term of this agreement shall be for a total of five years commencing upon the review and approval of all necessary Commonwealth officials. At the conclusion of the agreement's fifth year, the parties, at their mutual option, may contract for another subsequent period of time not to exceed five years.

2. **Academic Suitability**. The suitability of any course for an off-campus offering at the District will be determined by agreement between the District and the University on a course-by-course basis. The District will also determine, on a student-by-student basis, the suitability of a course for each of the District's students who wish to enroll in the course.

3. **Enrollment.** Students selected by the district for enrollment in an off-campus course will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students the District will provide the documentation necessary to the enrollment without cost. This will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Each student will have to apply (once) for non-degree category III status. Adult learners from the community or the university may also enroll in these off-campus courses if appropriate.

4. **On-Campus Enrollment.** Students selected by the District may enroll in on-campus courses under this agreement during both the academic year and the summer as non-degree students on a space available basis. The provisions of paragraphs 3 and 5 through 9 would also apply to those students.

5. **Regular Admission.** Should a student from the district wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to regular status or to any major. Tuition reductions described in paragraph 7 would not apply once a student enrolls in the university outside of this consortial arrangement and he or she would be obligated to pay the standard tuition rate.

6. **Transcription of Courses.** Courses offered in the District facilities under this agreement will be transcribed in the same manner as other courses offered by the university, including other off-campus courses. No distinction will be made between these courses and other regularly offered courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

7. **Fiscal Issues.**

a) The University will provide the District's students with a reduced tuition rate for both off-campus and on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site. Fees for off-campus courses are the academic enhancement fee, the technology fee, and the registration/transcript fee.

b) The reduced tuition rate for on-campus courses, as well as applicable fees, will be 25% of the regular in-state tuition (on a space available basis) and for off-campus courses will be 50% of the regular in-state tuition, as well as applicable fees.

c) The reduced tuition rate will apply only to students of the District (or students covered under an agreement with another school district).

d) The University's normal refund policy will apply in case of withdrawals.

e) The District will waive fees normally charged for room usage for off-campus courses taught in the District's facilities as part of this agreement.

8. **Class Size.** Certain minimum class sizes may apply to the off-campus courses. The District may make arrangements with neighboring school districts to increase the number of students in a class.

9. **Rights, Privileges, and Responsibilities.** Students registered as non-degree students at Bloomsburg University under this agreement will have the same rights, privileges and responsibilities as other non-degree students including the right to a student ID, use of the library and other academic resources. All Bloomsburg University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.

10. **Indemnification.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education, or the University.

11. **Insurance.** As an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk Management of the Pennsylvania Department of General Services.

12. **Amendment.** This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representatives of the parties and with the same formality as this agreement.

13. **Termination.** This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District.

14. **Choice of Law.** This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

15. **Entire Agreement.** This is the entire Agreement between the parties hereto and supercedes all prior negotiations and oral understandings between the parties hereto.

**IN WITNESS WHEREOF**, the President of the University and the Superintendent of the District by their signatures do hereby put this agreement in force.

\_\_\_\_\_  
President, Bloomsburg University of Pennsylvania

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, Jersey Shore School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chancellor, State System of Higher Education

\_\_\_\_\_  
Date

**Approved as to Form and Legality:**

\_\_\_\_\_  
Chief Counsel Pennsylvania State System of Higher Education

\_\_\_\_\_  
Date

# JERSEY SHORE AREA SCHOOL DISTRICT

SECTION: PUPILS

TITLE: FOREIGN EXCHANGE  
STUDENTS

ADOPTED: December 6, 2010

REVISED:

|                                       | 239. FOREIGN EXCHANGE STUDENTS  |
|---------------------------------------|---|
| 1. Purpose                            | In order to promote cultural awareness and understanding and to provide diverse experiences to district students, the Board shall admit foreign exchange students into district schools.  |
| 2. Authority<br>8 U.S.C.<br>Sec. 1101 | <p>The Board shall accept foreign exchange students who meet the established guidelines for admission to district schools.</p> <p>The Board shall accept exchange students on a J-1 Visa who reside within the district as participants in group-sponsored exchange programs approved by the Board. Exchange students on a J-1 Visa shall not be required to pay tuition.</p> <p>The Board shall accept privately sponsored exchange students on an F-1 Visa for attendance only in secondary schools upon payment of tuition at the established district rate; tuition payments may not be waived. The period of attendance shall not exceed twelve (12) months.</p> <p>The Board reserves the right to limit the number of foreign exchange students admitted to the schools.</p> |
| 3. Delegation of Responsibility       | <p>The Superintendent or designee shall be responsible for determining the visa status and eligibility of foreign exchange students applying for admission to district schools.</p> <p>All potential organizations or individuals applying for admission shall forward the request to the Superintendent or designee preceding the school year of attendance.</p>   |
| 4. Guidelines<br>Pol. 203             | Foreign exchange students shall comply with all immunization requirements for students. Once admitted, all exchange students shall be subject to all district policies and regulations governing students.  |

Admission of foreign exchange students shall be subject to the following guidelines:

1. Students shall be at least sixteen (16) years of age and shall be sufficiently fluent in English.
2. Students may not be a graduate of their native school system.
3. Students will be considered for admittance on a space available basis.
4. Resident host families shall submit a statement accepting responsibility for the student and verifying they are serving as a volunteer host without personal profit.
5. Exchange students shall be encouraged to participate in all student activities and athletics, provided eligibility criteria are met.
6. Exchange students are not eligible to receive a high school diploma but may be awarded an honorary diploma.

References:

Immigration and Naturalization – 8 U.S.C. Sec. 1101

State Board of Education Regulations – 22 PA Code Sec. 4.74

Board Policy – 203