

**Jersey Shore Area School District**  
**Board of Education – Regular Meeting**  
**Minutes of April 11, 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. Loren Koch, Mrs. Denise Smith, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Kelley Wasson and Dr. Dorothy Chappel, Superintendent

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

**Members Absent:** Mrs. Mary Thomas and Madalyn Charnego, Student Representative

**3. Pledge of Allegiance:** Led by Ezra Paulhamus and Jessalyn Milbrand, students representing Jersey Shore Area Elementary School.

**B. Presentations**

**1. Communications:**

- a. WVIA Scholastic Scrimmage
- b. Governor's Award for Environmental Excellence
- c. Moving Ahead of the Class Award
- d. Middle School FBLA
- e. Teacher Honor – Jeffrey Klugh

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

**3. Student Representative Report:** None

**4. Intermediate Unit Report:** None

**5. Superintendent's Report:**

- a. Nippenose Elementary Sale – Adrienne Craig

**C. Courtesy of the Floor:** None

**D. Personnel**

**1. Personnel:**

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

- a. accepting a letter of retirement from Betty Jo Eberhart, waiving the March 1, 2016 notification deadline, Middle School Teacher with 23 years of service, effective the last day of the 2015-2016 school year.

- b. the revised Food Service Salary Schedule for 2015-16 retroactive to July 1, 2015. (Attachment)
- c. appointment of Hayley Rhian as a paid Auxiliary staff member for the Sports program, effective April 12, 2016.
- d. appointment of Michele Tice as a paid Auxiliary staff member for the Sports program, effective April 12, 2016.
- e. the following leaves of absence:
  - 2015-16-07 Extension of leave from April 11, 2016 through June 7, 2016 FMLA
  - 2015-16-24 May 9, 2016 through August 9, 2016 (approx.) FMLA
  - 2015-16-25 March 22, 2016 through April 22, 2016 (approx.) FMLA
- f. Sara Fisher as a Homebound teacher at \$28.49 per hour, effective the 2015-2016 school year.
- g. the following volunteer coaches and sport as listed:
  - Steve Sanford Boys Varsity Tennis
  - Darrin Bischof Boys Varsity Tennis
- h. appointment of Irene Brophy to the part time food service position at Salladasburg Elementary at an hourly rate of \$9.35, effective April 12, 2016.

The vote was a unanimous Yes. Motion carried.

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

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

**Motion:** A motion was made by Kelley Wasson and seconded by Chris Fravel to approve items a. and b. as listed on the agenda under Building and Grounds and to have a roll call vote for item c:

- a. an authorization to allow Mifflin Township to enter school district property to perform necessary construction. (Attachment)
- b. a temporary easement to allow Jersey Shore Borough to perform necessary construction. (Attachment)

The vote was a unanimous Yes. Motion carried.

A roll call vote was taken for item c:

- c. the Settlement Agreement and Release with Benell, Inc. that resulted from mediation between Benell, Inc. and the school district. (Attachment)

The vote was 7 - Yes and 1 - No. Motion carried. The vote was as follows:

Craig Allen	Yes	Chris Fravel	Yes
David Hines	Yes	Loren Koch	Yes
Denise Smith	Yes	Karen Stover	Yes
Merrill Sweitzer	No	Kelley Wasson	Yes

**G. Finance: None**

**H. Miscellaneous**

**1. Miscellaneous Items**

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

- a. a petition for a new High School club: (Attachment)

The National English Honor Society  
- Advisors: Mrs. Brooke Menzen and Mr. Eric Nagy

- b. Policy 246 - Student Wellness at second reading. (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 April 11, 2016 Regular Board Meeting at 7:19 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Adrienne F. Craig  
Board Secretary

**Food Service Salary Schedule  
2015-16  
Revised**

	<b>0 - 5 Years</b>	<b>6 - 15 Years</b>	<b>16 - 30+ Years</b>	
<b>Head cook</b>				
<b>Senior High</b>	\$17.80	\$17.90	\$18.00	
<b>Middle School*</b>	\$16.10	\$16.90	\$17.00	
<b>JS Elementary</b>	\$15.50	\$16.50	\$16.60	
<b>Avis, Sall</b>	\$15.05	\$16.00	\$16.10	
<b>Assistant Cook</b>	\$14.80	\$14.80	\$14.90	
<b>Part Time*</b>	\$9.35	\$9.55	\$9.75	\$13.30
<b>Substitute Rate</b>	\$8.50			\$13.40

\*New schedule to be created for this line item each year  
Staff hired prior to 2005-06 are grandfathered

\*Middle School Head Cook held harmless

Township Road	Chestnut Grove Road
Township	Mifflin Township
County	Lycoming County
UPI No.	31-326-147
Claimant (s)	Jersey Shore Area Joint School Dist.

### Authorization to Enter (Waiver of Claim)

Mifflin Township Board of Supervisors:

I (We), the undersigned, hereby authorize Mifflin Township or its agents, employees and contractors, to enter upon my (our) property abutting the above township road for the following purpose (s):

Placing an 18" drainage pipe  
and <sup>re</sup>moving embankment and placing  
on west berm of Chestnut Grove thus  
extending road berm.

In consideration of the above construction by Mifflin Township, the undersigned agree (s) to make no claim whatsoever against Mifflin Township or its agents, employees or contractors, on account of said construction.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner (s)

## TEMPORARY ACCESS & CONSTRUCTION EASEMENT

It is hereby agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2016, that **JERSEY SHORE AREA SCHOOL DISTRICT**, of 175 A&P Drive, Jersey Shore, County of Lycoming and Commonwealth of Pennsylvania, hereinafter called Grantor, for themselves, their heirs, executors, successors, and assigns forever, in consideration of ONE DOLLAR (\$1.00) in hand paid, do grant and convey to **JERSEY SHORE BOROUGH**, a Pennsylvania Borough, of 232 Smith Street, Jersey Shore, County of Lycoming and Commonwealth of Pennsylvania, hereinafter called Grantee, a temporary construction easement, a description of which is attached and marked as "Exhibit A.", for a bridge repair, and access to land necessary to accomplish the same.

The said easement shall provide, at a minimum, the following: (i) indemnification and release from Grantee in favor of Grantor in connection with Grantee's use and activities upon the easement areas; (ii) Grantee's obligation to maintain the easement areas in good condition and repair in proportion to Grantee's actual use; (iii) Grantee's include the following: Jersey Shore Area School District and its tenant will be indemnified and held harmless for any injuries or damages caused by the Grantee, its employees, agents and or representatives, occurring on the easement area. Said construction easement shall be used without interruption to the daily business usage of Jersey Shore Area School District or its tenant. Grantee shall attempt to provide adequate notice and coordinate all efforts with and to Grantor and its tenant while utilizing this temporary construction easement to avoid interference with Grantor's daily operations.

Grantor retains, reserves, and shall continue to enjoy the use of the easement for any and all purposes which do not interfere with, prevent, hinder Grantee of the within easement. Without limitation by this specification, Grantor shall not place any building or structure, other than the existing bridge itself, within the easement without the written consent of the Grantee.

Said Easement is granted for the purpose of repairing a bridge on Grantees adjoining property. This grant is exclusive.

Grantor will not convey any other easements that conflict with Grantees rights herein.

Grantee will, to the best of its ability, return the easement area to its original condition and state of repair.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

JERSEY SHORE AREA SCHOOL DISTRICT,

By: \_\_\_\_\_  
David R. Hines, President  
Board of School Directors of Jersey  
Shore Area School District

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF LYCOMING : SS  
:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared DAVID R. HINES, who acknowledged himself to be the President, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:



## **EXHIBIT "A"**

Thompson Street over Pfouts Run  
Jersey Shore Borough

### **Project Description**

This project involves concrete repairs, construction of reinforced concrete wings and new sidewalk on the culvert conveying Thompson Street over Pfouts Run. The concrete at the inlet and outlet end of the structure is deteriorating and in need of repair.

New wing walls will be constructed at the near and far inlet and far outlet. The concrete along the inlet headwall will be repaired. The railing will be replaced across both sides of the structure and new sidewalk will be constructed at the far outlet and across the inlet. A temporary stream diversion system constructed of sandbags and polyethylene will be constructed at each corner of the existing structure to allow for construction of the new wing walls.

A Temporary Access & Construction Easement from the adjacent property owner(s) will be required to complete construction. The contractor will use the land specified under the Temporary Access & Construction Easement for accessing portions of the structure not accessible from within the Legal Right-of-Way and for stockpiling of materials and equipment. The contractor will be responsible to restore the site to pre-construction conditions. In addition, the contractor will be responsible to follow the E&S Procedures as outlined in the approved DEP permit and PennDOT construction specifications for all construction activities.



## **SETTLEMENT AGREEMENT AND RELEASE**

The parties to this agreement, Benell, Inc. ("Benell") and the Jersey Shore Area School District ("JSASD"), intending to be legally bound hereby, agree as follows:

WHEREAS, the JSASD entered into a contract with Benell in 2013 pursuant to which Benell agreed to install the heating, ventilation and air conditioning ("HVAC") system at a project for the JSASD known as Additions and Renovations to the Jersey Shore Elementary School (the "Project");

WHEREAS, Benell's work under the contract included the installation of ductwork for the HVAC system including the installation of exterior ductwork on the roof of the Project as well as ductwork supports;

WHEREAS, a disagreement developed between the JSASD and Benell concerning the duct work support system for the exterior roof ductwork at the Project and, in particular, whether Benell was obligated under the contract to provide a ductwork support system that penetrated the roof;

WHEREAS, on March 31, 2016, the parties participated in a mediation which was administered by the American Arbitration Association ("AAA") with Mediator Charles Shaffer, Esquire in AAA Case No. 01-15-0005-1804 presiding (the "Mediation") at which time the parties agreed to resolve the dispute.

NOW THEREFORE, in consideration of the mutual benefits to be received by each of the parties hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment by JSASD to Benell. Within seven (7) days of execution of this Settlement Agreement and Release, the JSASD will pay to Benell the sum of Fourteen Thousand Dollars (\$14,000).

2. Release by JSASD of Benell. Upon execution of this Agreement, JSASD hereby discharges and releases all claims against Benell relating to the ductwork support system, including but not limited to, the tie down supports and all other aspects of the ductwork support system at the Project as specified and set forth in Section 233113 of the Specifications prepared by Crabtree, Rohrbaugh & Associates ("CRA") dated February 25, 2013 and is CRA Project No. 2440. The JSASD waives all rights that presently exist or hereafter may accrue, to assert a claim against Benell relating to the ductwork support system and does hereby release and forever discharge Benell, and its agents, assigns, employees, subcontractors and consultants of and from any and all claims and causes of action, whether known or unknown, which JSASD had or could have had against them relating to the ductwork support system, except claims pertaining to any default under or breach of this Agreement by Benell. Furthermore, the JSASD will defend, indemnify and hold harmless Benell from and against any claims by third parties that relate to the ductwork support system.

3. Release by Benell of JSASD. Upon execution of this Agreement, Benell hereby discharges and releases any and all claims against JSASD ~~relating to the ductwork support system~~, and waives all rights that presently exist or hereafter may accrue, to assert a claim against them ~~relating to the ductwork support system~~ and does hereby release and forever discharge JSASD, and its supervisors, board, agents, assigns, employees and consultants of and from any and all claims and causes of action, whether known or unknown, which JSASD had or could have had against them ~~relating to the ductwork support system~~, including those which

were the subject of the Mediation, except claims pertaining to any default under or breach of this Agreement by JSASD.

4. Counterpart Execution. This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which shall be considered together as one and the same instrument. Execution by a party of a signature page hereto shall constitute due execution and shall create a valid, binding obligation of the party so signing, and it shall not be necessary or required that the signatures of all parties appear on a single signature page hereto.

IN WITNESS WHEREOF, the parties have duly executed and agreed to be bound by this Settlement and Release Agreement by the signatures of their authorized representatives below.

BENELL, INC.

JERSEY SHORE AREA SCHOOL  
DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Petition for New Club/By-Laws - Form A

Date: 4/1/16

Club Name: The National English Honors Society

### Statement of Purpose and Goals:

To provide those students who hope to  
achieve excellence in regards to English, & who  
want to further develop their investment in  
the subject.

### Student Eligibility Requirements (if any):

- Students have taken honors english throughout  
high school, in which they have maintained  
a 94% average (a 90% for AP english)
- student must also have taken one English  
elective
- must get a reference from an English teacher

### Statement of Intended Affiliation (if any):

The National English Honors Society

### Signatures:

(5 student

signatures required)

Student Pearl Patterson

Student Katie Brown

Student Eric Timcox

Student Olivia Stabile

Student Ken Mince

Advisor Frank R. [Signature]

Advisor [Signature]

Principal [Signature]



Book	Board Policy Manual
Section	200 Pupils
Title	Student Wellness
Number	246
Status	
Legal	<u>1. 24 P.S. 1422.1</u> <u>2. 42 U.S.C. 1758b</u> <u>3. 24 P.S. 1513</u> 4. Pol. 102 5. Pol. 105 <u>6. 24 P.S. 1512.1</u> <u>7. 7 CFR 210.10</u> <u>8. 7 CFR 220.8</u> <u>9. 42 U.S.C. 1751 et seq</u> <u>10. 42 U.S.C. 1773</u> <u>11. 7 CFR 210.11</u> <u>12. 7 CFR 220.12a</u> <u>13. 24 P.S. 504.1</u> 14. Pol. 209.1 <u>24 P.S. 1337.1</u> <u>24 P.S. 1422.3</u> <u>P.L. 111-296</u> <u>7 CFR Part 210</u> <u>7 CFR Part 220</u> Pol. 103 Pol. 103.1 Pol. 808

### **Purpose**

Jersey Shore Area School District recognizes that student wellness and proper nutrition are related to students' physical well-being, growth, development, and readiness to learn. The Board is committed to providing a school environment that promotes student wellness, proper nutrition, nutrition education, and regular physical activity as part of the total learning experience. In a healthy school environment, students will learn about and participate in positive dietary and lifestyle practices that can improve student achievement.

### **Authority**

The Board adopts the Student Wellness Policy based on the recommendations of the appointed Wellness Committee and in accordance with federal and state laws.[1][2]

To ensure the health and well-being of all students, the Board establishes that the district shall provide to students:

1. A comprehensive nutrition program consistent with federal and state requirements.
2. Access at reasonable cost to foods and beverages that meet established nutritional guidelines.
3. Physical education courses and opportunities for developmentally appropriate physical activity during the school day.

#### **Delegation of Responsibility**

The Superintendent or designee shall be responsible to monitor each of the district's schools, programs and curriculum to ensure compliance with this policy, related policies and established guidelines or administrative regulations.[2]

Each building principal or designee shall report to the Superintendent or designee regarding compliance in his/her school.

Staff members responsible for programs related to student wellness shall report to the Superintendent or designee regarding the status of such programs.

The Superintendent or designee shall annually report to the Board on the district's compliance with law and policies related to student wellness. The report may include:

1. Evaluation of food services program.
2. Review of all foods and beverages sold in schools for compliance with established nutrition guidelines.
3. Listing of activities and programs conducted to promote nutrition and physical activity.
4. Suggestions for improvement in specific areas.
5. Feedback received from district staff, students, parents/guardians, community members and the Wellness Committee.

The Superintendent or designee and the appointed Wellness Committee shall periodically conduct an assessment on the contents and implementation of this policy as part of a continuous improvement process to strengthen the policy and ensure implementation. The assessment shall include the extent to which district schools are in compliance with law and policies related to student wellness, and shall describe the progress made by the district in attaining the goals of this policy. The assessment shall be made available to the public.[2]

The district shall inform and update the public, including parents/guardians, students, and others in the community, about the contents and implementation of this policy.[2]

#### **Guidelines**

##### **Wellness Committee**

The Board shall appoint a Wellness Committee comprised of at least one (1) of each of the following: School Board member, district administrator, district food service representative, student, parent/guardian, and member of the public. Other members of the Wellness Committee may include: teacher, school nurse, dietician, health professional, representative of local or county agency, representative of community organization and food vendor.

The district shall be required to permit physical education teachers and school health professionals to participate on the Wellness Committee.[2]

The Wellness Committee shall serve as an advisory committee regarding student health issues and shall be responsible for developing, implementing and periodically reviewing and updating a Student Wellness Policy that complies with law to recommend to the Board for adoption.



### Nutrition Education

Nutrition education will be provided within the sequential, comprehensive health education program in accordance with curriculum regulations and the academic standards for Health, Safety and Physical Education, and Family and Consumer Sciences.[3][4][5]

The goal of nutrition education is to teach, encourage and support healthy eating by students. Promoting student health and nutrition enhances readiness for learning and increases student achievement.

Nutrition education shall provide all students with the knowledge and skills needed to lead healthy lives.

Nutrition education lessons and activities shall be age-appropriate.

Nutrition curriculum shall be behavior focused.

Lifelong lifestyle balance shall be reinforced by linking nutrition education and physical activity.

The staff responsible for providing nutrition education shall be properly trained and prepared and shall participate in appropriate professional development. Criteria shall be developed to measure "properly" and "appropriate."

### Nutrition Promotion

The district aims to teach, encourage, and support healthful eating by students. District schools shall promote nutrition by providing appropriate nutrition education in accordance with the Student Wellness Policy.

### Physical Activity

District schools shall strive to provide opportunities for developmentally appropriate physical activity during the school day for all students.

A physical and social environment that encourages safe and enjoyable activity for all students shall be maintained.

Extended periods of student inactivity, two (2) hours or more, shall be discouraged.

Physical activity breaks shall be provided for elementary students during classroom hours.

Physical activity shall not be used as a form of punishment.

Students and the community shall have access to physical activity facilities outside school hours.

### Physical Education

A sequential physical education program consistent with curriculum regulations and Health, Safety and Physical Education academic standards shall be developed and implemented. All district students must participate in physical education.[4][5][6]

Quality physical education instruction that promotes lifelong physical activity and provides instruction in the skills and knowledge necessary for lifelong participation shall be provided.

Physical education classes shall be the means through which all students learn, practice and are assessed on developmentally appropriate skills and knowledge necessary for lifelong, health-enhancing physical activity.

A comprehensive physical education course of study that focuses on providing students the skills, knowledge and confidence to participate in lifelong, health-enhancing physical activity shall be implemented.

A varied and comprehensive curriculum that leads to students becoming and remaining physically active for a lifetime shall be provided in the physical education program.

Students shall be moderately to vigorously active as much time as possible during a physical education class. Documented medical conditions and disabilities shall be accommodated during class.

Safe and adequate equipment, facilities and resources shall be provided for physical education courses.

Physical education shall be taught by certified health and physical education teachers.

Appropriate professional development shall be provided for physical education staff.

Physical education classes shall have a teacher-student ratio comparable to those of other courses.

Physical activity shall not be used as a form of punishment.

#### Other School Based Activities

Drinking water shall be available and accessible to students, without restriction and at no cost to the student, at all meal periods and throughout the school day.[7][8]

District schools shall provide adequate space, as defined by the district, for eating and serving school meals.

Students shall be provided a clean and safe meal environment.

Students shall be provided adequate time to eat: ten (10) minutes sit down time for breakfast; twenty (20) minutes sit down time for lunch.

Meal periods shall be scheduled at appropriate hours, as defined by the district.

Students shall have access to hand washing or sanitizing before meals and snacks.

Nutrition professionals who meet criteria established by the district shall administer the school meals program.

Professional development shall be provided for district nutrition staff.

Access to the food service operation shall be limited to authorized staff.

Nutrition content of school meals shall be available to students and parents/guardians.

Students and parents/guardians may be involved in menu selections through various means.

To the extent possible, the district shall utilize available funding and outside programs to enhance student wellness.

Goals of the Student Wellness Policy shall be considered in planning all school based activities.

Administrators, teachers, food service personnel, students, parents/guardians and community members shall be encouraged to serve as positive role models through district programs, communications and outreach efforts.

The district shall support the efforts of parents/guardians to provide a healthy diet and daily physical activity for children by communicating relevant information through various methods.

#### Nutrition Standards/Guidelines

All foods available in district schools during the school day shall be offered to students with consideration for promoting student health and reducing childhood obesity.

Foods provided through the National School Lunch or School Breakfast Programs shall comply with established federal nutrition standards.[10][7][8][9]

Competitive foods available to students in district schools outside of school meal programs

shall comply with established federal nutrition standards and the **Nutrition Standards for Competitive Foods in Pennsylvania Schools**, as applicable.<sup>[11][12]</sup>

The district may impose additional restrictions on competitive foods, provided that the restrictions are not inconsistent with federal requirements.<sup>[11]</sup>

Exclusive competitive food and/or beverage contracts shall be approved by the Board, in accordance with provisions of law.<sup>[13]</sup>

#### Management of Food Allergies in District Schools

The district shall establish Board policy and administrative regulations to address food allergy management in district schools in order to:<sup>[14]</sup>

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in case of a severe or potentially life-threatening allergic reaction.
3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate fully in all school programs and activities.

#### Safe Routes to School

The district shall assess and, to the extent possible, implement improvements to make walking and biking to school safer and easier for students.

The district shall cooperate with local municipalities, public safety agency, police departments and community organizations to develop and maintain safe routes to school.

Last Modified by Tammy Medellin on March 31, 2016