

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of June 13, 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. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

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

3. Pledge of Allegiance

B. Presentations

1. Communications: None

2. President's Report: None

3. Intermediate Unit Report: Report on May Meeting

4. Superintendent's Report:

- a. Girls Softball Team Recognition - Jill Wenrich
- b. Senior Awards - Reed Mellinger
- c. Ray of Lights - Jill Wenrich
- d. KEEF Award - Adrienne Craig
- e. Sports Survey - Stephen Alexander (Attachment)
- f. PDE End of Year Video - Jill Wenrich
- g. Uniform Grant Guideline - Jill Wenrich and Adrienne Craig
- h. Budget Discussion - Jill Wenrich and Adrienne Craig

C. Courtesy of the Floor:

Burt Francis – JS Boro. – commented on Ray of Light awards.

John Shireman – JS Boro. – commented on 2012 Comprehensive Plan and schools capacity.

Siobhan Groves – JS Boro. – commented on Obama's bathroom policy.

D. Personnel

1. Personnel:

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

- a. a letter of resignation from Jeffery Forshey, Band Front Advisor, effective April 21, 2016.
- b. a letter of resignation from Daniel Lazorka, Junior High Softball coach, effective May 27, 2016.

- c. James Noltee as a bus driver with Marden's, Inc.
- d. appointment of Caroline Hufnagle as Fitness Center Instructor, effective June 14, 2016 at an hourly rate of \$10.00.
- e. granting tenure to Rebecca Schaller, Middle School Teacher, who has completed the required three (3) years of satisfactory teaching and has been recommended by her Principal, Mrs. Laura Milarch.
- f. a day without pay for Tabitha Gehr on May 25, 2016.
- g. the appointment of Justin Palmatier to the Class V Maintenance position at a rate of \$19.10/hour effective June 14, 2016.
- h. the appointment of Kirstin Harrow to a part time food service worker at Avis Elementary effective August 11, 2016 at an hourly rate of \$9.35, based on 2015-16 schedule.
- i. the appointment of Andrea Campbell to an English Teacher position at the Senior High School, Step M-1 (\$44,912), effective August 17, 2016.
- j. the appointment of Randy Smith as Junior High Girls Softball coach, at a stipend of \$2361, effective June 14, 2016.
- k. the appointment of Nate Bischof as a Volunteer Girls Varsity/JV Basketball coach, effective June 14, 2016.
- l. the appointment of the following teachers to teach 2016 Summer School at a stipend of \$28.49 per hour, the teachers will be paid from the SSIP grant:

Jodi English (Math)
 Eric Nagy (English)
 Jessica George (Social Studies)
 Jennifer Barnhart (Biology / Earth & Space)
 Dolly Oden (Computer Applications / Personal Finance)
 Patty Hess (Health / Physical Education)
 Matt Hartmen (Special Education – If needed)

The vote was a unanimous Yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

1. Finance Items:

Motion: A motion was made by Craig Allen and seconded by Loren Koch to approve the following Finance items as listed on the Agenda:

- a. authorizing the Director of Operations to advertise for bids for yearbook services for the 2016-2017, 2017- 2018 and 2018-2019 school years.
- b. authorizing the Director of Operations to advertise the sale of unused Ryobi 3302M offset printing press and a ProPrint 4750 printing press via Municibid or sealed bid.

- c. authorizing the Business Administrator to lock in prices for electricity with Direct Energy for the next three year period through the Joint Purchasing Council with confirmation at the next Board meeting.

The vote was a unanimous Yes. Motion carried.

H. Miscellaneous

Motion: A motion was made by Craig Allen and seconded by Mary Thomas to nominate Loren Koch as Treasurer.

The vote was a unanimous Yes. Motion carried.

Motion: A motion was made by Loren Koch and seconded by Mary Thomas to table Miscellaneous item H.1.b. as listed on the Agenda:

- b. McCormick Law Firm as solicitor for the school district for the 2016-17 school year. There is no increase in fee structure from the prior year.

The vote was a unanimous Yes. Motion carried.

1. Miscellaneous Items:

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

- a. the Class of 2018 to organize and hold the 2017 Jersey Shore High School prom on June 3, 2017, at the Tiadaghton Farm, Jersey Shore.
- c. that Loren Koch be appointed as Board Treasurer for the 2016-17 fiscal year, Loren waived the annual salary of \$500.00.
- d. a Subrecipient Letter of Agreement between Lancaster-Lebanon IU 13 and Jersey Shore Area School District for the 2016 - 2017 school year. (Attachment)
- e. a Letter of Agreement between the West Branch Drug and Alcohol Abuse Commission and Jersey Shore Area School District effective September 1, 2016 until June 30, 2018. (Attachment)
- f. a Letter of Agreement between Jersey Shore Area School District and The Meadows Psychiatric Center for the 2016-2017 school year. (Attachment)
- g. the Special Education Agreement with BLaST Intermediate Unit #17 for the 2016-2017 school year to provide services for students. The estimated cost of the contract is \$437,985.00 and will be reconciled on or before November 1, 2017. (Attachment)
- h. the IDEA Agreement with BLaST Intermediate Unit #17 for the 2016-2017 school year. In this agreement, BLaST agrees to administer federal Special Education funds in accordance with IDEA regulations and pass through funds to the school district to supplement Special Education services. The estimated IDEA funds for Jersey Shore Area School District for 2016-2017 total \$430,703.82.
(Attachment)
- i. the following policies at first reading: (Attachments)

Policy 209.1 Food Allergy Management
Policy 216 Student Records
Policy 317 Conduct/Disciplinary Procedures
Policy 331 Job Related Expenses
Policy 610 Purchases Subject to Bid/Quotation

Policy 611	Purchases Budgeted
Policy 612	Purchases Not Budgeted
Policy 613	Cooperative Purchasing
Policy 624	Taxable Fringe Benefits
Policy 626	Federal Fiscal Compliance
Policy 626.1	Travel Reimbursement - Federal Programs
Policy 808	Food Services
Policy 827	Conflict of Interest

The vote was a unanimous Yes. Motion carried.

I. Executive Session

An Executive Session was held at 6:30 p.m. prior to the board meeting for personnel matters.

An Executive Session was held beginning at 7:57 p.m. for personnel matters after which no business will be conducted.

Meeting resumed at 8:50 p.m.

J. Adjournment

Motion: A motion was made by Denise Smith and seconded by Christopher Fravel to adjourn the June 13, 2016 Regular Board Meeting at 8:51 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Adrienne F. Craig
Board Secretary

Presenter List (2016)

Dincher & Dincher Challenger Baseball Award –(we supply letters)

Presenter: Ann Marie Dincher

Mackenzie Frantz
Brent Wagner

Luke C. Dincher Award-(we supply letters)

Presenter: Ann Marie Dincher

Briar Houtz
Mackenzie Frantz

Gasperine Family STEM Scholarship

Presenter: LouAnne Gasperine (we supply letters)

(3) \$1000.00 awarded by Gasperine family to a graduate who will be pursuing a career in a STEM (*Science, technology, engineering, and math*) field.

Lydia Yorks
Coleten Eiswerth
Jessica Willits

Jersey Shore School Education Foundation/American Legion Post 36

Presenter: LouAnne Gasperine (we supply letters)

(5) \$2,000.00 Home Association Scholarships

Seth Young
Chanse Winter
Gloria Laird
Jessica Willits
Hannah Rhinehart

Army ROTC

Presenter:

Lydia Yorks

Renee Ann Eck Memorial Scholarship-

Presenters: Eck family members 1-\$1000 (they bring everything)

Emily Phillips

Class of 1960 Awards (we supply letter/they supply money)

Presenters: Group (2) \$1000.00

Kendall Palmatier
Logan Rogers

Jason Bartges Memorial (we supply letter/money)

Presenters: Jordan Bartges (2) \$2500.00

Levi Lorson
Coleten Eiswerth

Kasey Jack Kemmerer Memorial (we supply letter/money)

Presenters: The Kemmerer Family

(1) \$1000.00

Katherin Palski

Kyle C. Welshans Memorial (they bring everything)

Presenters: Bethany Gebhardt and Nathan Welshans

(3) \$2000.00

Benjamin Thomas
Jessica Willits
Collin Fulkrod

American Legion Post 36 Scholarship in Honor of LCPL Abram Howard

Presenters: Terry Harrow & Wes McCracken (they bring everything)

(1) \$500.00

Corinne Buttoff

VFW Billy O Brandt Post #5859 (we supply letter, they supply money)
Presenters: Commander Richard Swank, Sr. and others (2) \$1000.00

Austin Bouse
Madalyn Charnego

Marano/Merkel Scholarship Foundation
Presenter: Dee Todd (we supply letters)

Rylie Neece
Sarah Bailey
Emily Phillips

William L & Victory B Sechrist Endowment Fund Scholarship

The Sechrists, longtime residents of the Jersey Shore community, realized the value of education. The Sechrists created an endowment fund to aid qualifying Jersey Shore students in achieving a higher education.

\$1,000 Marissa Bathurst
\$1,000 Chloe Bierly
\$2,000 Logan Bubb
\$1,000 Corinne Buttorff
\$2,000 Levi Lorson
\$3,000 Ariana Paulhamus
\$2,000 Emily Phillips
\$3,000 Dustin Puckett
\$2,000 Hannah Rhinehart
\$2,000 Dyneshia Smith
\$2,000 Hailie Walters
\$3,000 Logan Wentzel

M. Elizabeth Ramsey Scholarship

The Ramsey scholarships are granted to worthy graduating seniors of high scholastic standing in the Jersey Shore School District, Lycoming County, who have been accepted as a full-time under-graduate student at a 4 year college or university or a diploma based nursing program leading to RN status. **\$1600.00 each**

Jessica Allen
Marissa Bathurst
Logan Bubb
Corinne Buttorff
Madalyn Charnego
Seth Dangle
Coleten Eiswerth
Taylor Kirkendall
Hailey Koch
Joseph Lusk
Alexis Orgitano
Emily Phillips
Hannah Rhinehart
Logan Rogers
Benjamin Thomas
Hailie Walters
Shelbie Wenner
Jessica Willits

Marguerite Carl Smith Foundation Scholarship

The Marguerite Carl Smith Scholarship is given to students who rank in the top 1/3 of their high school class and are accepted at an institution of higher learning. Consideration is given to applicants whose intended field of study is teaching, nursing, or other medical fields. A high priority is placed on drive, desire, and academic excellence. **\$5000.00 each**

Madalyn Charnego
Taylor Kirkendall
Hailey Koch
Rylie Neece
Benjamin Thomas

Pennsylvania Skills Certificates
Presenter: Steven Keen

*** Students who earned National College Credit
Recommendation through NOCTI**

**COMMENCEMENT AWARDS 2016
GUIDANCE)**

\$750.00 awarded to the Valedictorian by the Jersey Shore Area Education Association

\$200.00 awarded to the Salutatorian by the Alumni Association

\$400.00 awarded in Memory of Ruth Ellen Nice to the Salutatorian by the Nice family

COMMENCEMENT AWARDS 2016

\$500 Newberry Polish Club Scholarship presented to a senior who is furthering his or her education.

Sarah Bailey

\$500.00 Scholarship awarded by the B.P.O. Elks #1057 to be used to help defray the cost of an education

Chloe Bierly

\$100.00 awarded by the Lycoming County Band Director's Association to a senior who has distinguished himself/herself through active participation in and dedication to the instrumental music and band programs at Jersey Shore High School.

Chloe Bierly

\$100.00 award by the Student Council Advisor of the Jersey Shore Area Senior High School to a senior member who has shown outstanding leadership and service to school and community

Chloe Bierly

\$100.00 Musical Award from the Schoendorfer Family for exceptional dedication and excellence in instrumental music.

Chloe Bierly

\$50.00 awarded by the Jersey Shore High School Musical for interest, service, and dedication in the area of the theatre arts.

Chloe Bierly

\$50.00 from the Repasz Band of Williamsport awarded to a senior band member as determined by the band director. The Repasz Band is one of the oldest non-military bands in continuous existence.

Chloe Bierly

A Certificate awarded by Senator Yaw for Good Citizenship through a display of Character, Leadership, Scholarship, and acceptance of responsibility

Chloe Bierly

\$50.00 awarded by the faculty from the Bernard K. Lansberry Memorial Fund to a student who in our opinion exemplifies the pleasant characteristics of Mr. Lansberry.

Tariq Cannady

\$1000.00 Scholarship awarded by Susquehanna Transit to a senior who played football and who will continue his education

Bryce Charles

\$100.00 Ira Grugan Memorial Award for Literature Appreciation given by the Jersey Shore Library Board to the senior who has evidenced the greatest utilization of books and other library material in both school assignments and in personal use during the four years spent at the high school.

Bryce Charles

A plaque and \$50.00 awarded by the Steve Eck family for outstanding senior defensive Football

Bryce Charles

\$100.00 award by the Student Council Advisor of the Jersey Shore Area Senior High School to a senior member who has shown outstanding leadership and service to school and community

Madalyn Charnego

\$100.00 awarded by Fred Hamm Incorporated to a student showing outstanding achievement in FBLA

Madalyn Charnego

\$125.00 awarded by James A. Ely, State Farm Insurance to a student who is planning to further his or her education in the area of Business or Finance

Jazmyn Clements

\$20.00 awarded by the Art Department to a senior for excellence in Art

Jazmyn Clements

\$20.00 awarded by the Art Department to a senior for excellence in Visual Arts

Alexius Cohick

\$100.00 awarded by Jersey Shore Subway for outstanding achievement in Business

Adrienne Crist

\$100.00 awarded by Xi ETA THETA of BETA SIGMA PHI in honor of Jane Spangler to a student pursuing a career in the Field of Art

Adrienne Crist

\$1000.00 Scholarship awarded by the Jersey Shore Loyal Order of Moose, Lodge #214 to be used to help defray the cost of an education in the field of Medical Science

Seth Dangle

\$100.00 presented by the Jersey Shore Public Library through a permanent trust fund donated by Fred Rankin in memory of his wife, Santa Rankin, to a senior who shows excellence in Art Research, going beyond the assigned task to make use of art research materials in the Jersey Shore Public Library.

Bayli Dersham

\$250.00 Taylor and Hazel Doeblor, Sr. Memorial Scholarship awarded to a senior who is going to college to earn an Agricultural/Environmental Related Degree by TA Seeds

Coleten Eiswerth

\$250.00 Duboistown Garden Club Scholarship is awarded to a graduate who is studying horticulture, landscaping, or environmental studies.

Coleten Eiswerth

A plaque and \$25.00 awarded by the Baseball Boosters for outstanding achievement in Baseball

Colten Eiswerth

Distinguished Athlete Award given by United States Marine Corps for being recognized as a member of the Varsity Team, a leader among his peers and an outstanding citizen.

Coleten Eiswerth

A plaque and \$75.00 awarded by Joe and Nancy Feerrar for Outstanding Senior in the Field

Tyler Fields

\$500.00 awarded by the Jersey Shore Music Boosters for pursuing a degree in music education or music performance.

Robert Fox

\$100.00 Bernard Gaines Memorial Town Crier Award

Robert Fox

\$50.00 awarded by the Jersey Shore High School Band for interest in instrumental music.

Robert Fox

\$50.00 awarded by the Jersey Shore High School Choir for interest, service, and dedication in the area of vocal music.

Robert Fox

A Certificate awarded by Senator Yaw for Good Citizenship through a display of Character, Leadership, Scholarship, and acceptance of responsibility

Robert Fox

The "Semper Fidelis" Award for Musical Excellence presented by the United States Marine Corps, in cooperation with the United States Marine Youth Foundation and the National Band Association is awarded to a band member in recognition of musical excellence as an outstanding performer, a leader within their section, along with being a truly outstanding young citizen.

Robert Fox

\$500.00 Scholarships awarded by the Jersey Shore Area Education Association to the student who has chosen to pursue teaching as a career

Collin Fulkrod

A plaque awarded by the Booster Club for Track & Field, Most Versatile Athlete

Ethan Gephart

\$50.00 awarded by the Jersey Shore High School Musical for interest, service, and dedication in the area of the theatre arts.

Katharine Grubb

\$100.00 awarded by Attorney Dale A. Tice of Carpenter, Harris, & Flayhart to a student planning to pursue a career in the Field of Law or Law Enforcement

Chayten Gunn

A plaque awarded by M&B Fox & Sons Properties for Dedication in Cross Country and Track & Field

Chayten Gunn

\$1000.00 Ralph and Linda Lehman Scholarship – To a student who will be continuing his or her education at Lock Haven University.

River Haines

\$100.00 awarded by Russell's Florist and Greenhouse to a student for excellence in Art

River Haines

\$100.00, Lapel Pin and a Certificate for the Ray Kroc Award presented by MacDonalds of Williamsport to a senior based on a high level of Citizenship, Leadership, Scholarship, and Sport.

River Haines

\$50.00 Lewis L. Carpenter Memorial Christian Scholar/Athlete Awarded to students who exemplify the Christian character and spirit of church, school, and community.

River Haines

A plaque awarded by the Basketball Booster Club for excellence in Boys Basketball

River Haines

\$500 Newberry Polish Club Scholarship presented to a senior who is furthering his or her education.

Lane Hale

\$50.00 awarded by the Rauchtown/Nippenose Valley Lions Club to a deserving student who resides in Nippenose Valley and displays great effort to achieve academically. Someone who displays citizenship & leadership

Olivia Hauser

\$50.00 awarded by McMahon, Ferguson & Associates Insurance to a student who has overcome adversity and been successful in High School as well as being active in the community. This senior puts others needs first and works to give back to those around him.

Briar Houtz

\$50.00 awarded by the Lock Haven Express for outstanding achievement in senior Academic English

Laura Jameson

A plaque and \$25.00 awarded by the Robert W. Dittmar family for outstanding achievement in Girls Soccer

Taylor Kirkendall

\$500.00 awarded by the Jersey Shore Hospital for high achievement in the Health Science field

Hailey Koch

\$50.00 awarded by the faculty of the Jersey Shore Area Senior High School for Special Citizenship.

Hailey Koch

A plaque awarded by Girls Tennis Boosters to a senior who has shown excellence in Girls Tennis

Taylor Kowalski

A plaque awarded by Jiffy Markets for Outstanding Senior in the Field

Ethan Kutza

\$100.00 awarded by Shore Auto Parts, Inc. for the highest grade in Auto Mechanics

Gloria Laird

\$100.00 Awarded by the Rauchtown/Nippenose Valley Lions Club in memory of Lion Ralph Rauch

Caleb Lorson

\$75.00 and a plaque awarded by Joe and Nancy Feerrar for outstanding senior offensive Football

Levi Lorson

A plaque awarded by the District IV Committee to the outstanding senior male athlete

Levi Lorson

\$100.00 Russ Jameson Memorial, given to a Senior Lineman on the High School Football team with the highest GPA and enrolled to further his education after high school.

Nathan Lose

\$100.00 Scholarship awarded by the Dan Muthler Scholarship Fund to the senior wrestler with the highest grade point average who is accepted at and plans to attend an institution of higher education

Nathan Lose

\$50.00 awarded by the Rauchtown/Nippenose Valley Lions Club to a deserving student who resides in Nippenose Valley and displays great effort to achieve academically. Someone who displays citizenship & leadership

Briana Lovell

\$70.00 award by the Business Department Faculty for outstanding involvement in the Business and Computer Technologies Program

Joseph Lusk

\$2000.00 Howard M. & Jane F. Thompson Scholarship - To a student who exhibits good citizenship and community involvement and is pursuing a degree in education. This scholarship is renewable for 4 years if the student remains in good standing and in the education field.

Madelyn Matthews

\$2,000.00 awarded by the Lindsay Entz Scholarship to a student preparing to work with people with disabilities

Madelyn Matthews

\$500.00 Scholarships awarded by the Jersey Shore Area Education Association to the student who has chosen to pursue teaching as a career

Madelyn Matthews

\$25.00 Demel-Goldfeder Memorial Award is being presented to a senior for demonstrating excellence in Spanish, by the Demel Family

Madelyn Matthews

\$500.00 Art Scholarship awarded by the Jennifer DeLaney Art Scholarship Corporation in memory of Jennifer Lyn DeLaney

Hannah Munro

\$25.00 Demel-Goldfeder Memorial Award is being presented to a senior for demonstrating excellence in Spanish, by the Demel Family

Rylie Neece

\$20.00 awarded by the Art Department to a senior for excellence in Visual Arts

Kristin Newvine

\$50.00 awarded by the Jersey Shore Senior High School Chapter of FBLA for outstanding involvement in FBLA during the student's years of membership

Hanna Norman

A plaque awarded by the District IV Committee for Outstanding Sportsmanship

Katherin Palski

A plaque awarded to a senior by the Booster Club for outstanding achievement in Girls Track and Field

Katherin Palski

\$250.00 awarded as the Russell Greene Memorial Scholarship to a senior who has participated in either football or basketball and has excelled in academics

Ariana Paulhamus

\$250.00 awarded by the Lycoming County School Counselors Association to a student who demonstrates service to others and scholarship

Ariana Paulhamus

\$100.00 awarded by DAR to the student who exhibits outstanding qualities of dependability, leadership, service, and patriotism

Ariana Paulhamus

\$50.00 Lewis L. Carpenter Memorial Christian Scholar/Athlete Awarded to students who exemplify the Christian character and spirit of church, school, and community

Ariana Paulhamus

\$100.00 awarded by Laur Alpha Omicron in honor of Jane Spangler to a student pursuing a career in the Field of Art

Emily Phillips

\$500.00 VFW – Howard Kahler Post 844 - Anthony Hill Memorial Scholarship given to a graduate senior who is a direct relative of a vet and is furthering his/her education.

Hannah Rhinehart

\$200.00 Pat Lavallee Award for pursuing further education in a medical field.

Hannah Rhinehart

\$50.00 awarded by Laur Alpha Omicron to a deserving business student attending a 4 year college majoring in Education

Rebecca Rodgers

\$500.00 awarded by the Linda and William Zammer Foundation Fund PT of the Cape Cod Foundation in memory of Kathryn Coolidge Raub to an all around student

Logan Rogers

\$200.00 awarded by the J. Gary Day family in memory of Sandra J. Day

Logan Rogers

\$100.00 Joseph and Lillian Gehret Memorial Awarded by Norcen Industries to the Vocational Technology student who has the highest GPA in the Manufacturing Technology program.

Logan Rogers

\$100.00 awarded by the Lion's Club for excellence in Leadership, Cooperation and Service.

Logan Rogers

\$50.00 awarded by the Jersey Shore State Bank for excellence in Physics.

Logan Rogers

\$50.00 awarded by Motter agency for highest achievement in Unified Algebra and Trigonometry.

Logan Rogers

\$50.00 awarded by the Jersey Shore High School Band for interest, service, and dedication in the area of instrumental music.

Sydney Rosencrance

\$50.00 awarded by the Jersey Shore High School Choir for interest, service, and dedication in the area of vocal music.

Sydney Rosencrance

\$500.00 awarded by the Jersey Shore Hospital Medical Staff to the student who will be furthering his or her education in a Medical Field or Biological Science.

Allen Saar

Nick Lopez plaque awarded by the football boosters to a graduating football player who has demonstrated the same qualities and characteristics as former graduate and football player Nick Lopez.

Joshua Sechrist

\$1000.00 awarded by Susquehanna Transit Company to a student showing outstanding achievement in Business.

Meredith Sechrist

\$125.00 awarded by James A. Ely, State Farm Insurance to a student who is planning to further his or her education in the area of Business or Finance.

Meredith Sechrist

\$50.00 awarded by the Business and Professional Women's Club to a college bound Jersey Shore student.

Meredith Sechrist

\$50.00 awarded by Motter agency for highest achievement in Unified Algebra and Trigonometry.

Meredith Sechrist

\$200.00 Scholarship awarded by the LaBelle Vallee Lodge of Jersey Shore to a who demonstrate traits highly valued in society.

Sophia Severino

\$20.00 awarded by the Art Department to a senior for excellence in Art

Sophia Severino

A plaque awarded by the District IV Committee to the outstanding senior female athlete

Sophia Severino

\$500.00 Jersey Shore Women of the Moose #42 award, to a deserving student planning on going into the field of health care.

Amy Shadle

\$50.00 awarded by the Business and Professional Woman's Club in memory of Lorena Veley Smith and Mary Phillippi.

Amy Shadle

\$100.00 awarded by Premium Tool Co. Inc to a student continuing his education at a trade or technical school.

Conrad Smith

\$50.00 awarded by the Art Department for a graduate who has excelled in 3 Art disciplines.

Samantha Smith

\$2000.00 Alan & Art Cipriani Scholarship awarded to a graduating senior who is attending a 2 or 4 year college and has overcome an obstacle.

Jacob Stiles

A plaque awarded by the District IV Committee for Outstanding Sportsmanship.

Hadyn Swartwood

Fredrick N. Callahan plaque awarded by the Wrestling Boosters for outstanding dedication to wrestling.

Hadyn Swartwood

\$1000.00 Carl Stotz Award from Little League International for the commendable traits of persistence and determination. Also for your excellent academic records, commitment to school and commitment to your community.

Benjamin Thomas

\$50.00 awarded by the Jersey Shore High School Musical for interest, service, and dedication in the area of the theatre arts.

Benjamin Thomas

\$725.00 Scholarship awarded in memory of James D. and Mary B. Teufel to a student who is attending Lock Haven University.

Hailie Walters

\$100.00 awarded by Attorney Dale A. Tice of Carpenter, Harris, & Flayhart to a student planning to pursue a career in the Field of Law or Law Enforcement.

Hailie Walters

\$500.00 Scholarships awarded by the Jersey Shore Area Education Association to the student who has chosen to pursue teaching as a career.

Logan Wentzel

\$150.00 award presented by the Kiwanis Club of Jersey Shore Area to a senior member of the Key Club or Hobi who has participated in school and community service.

Logan Wentzel

\$50.00 awarded by the Jersey Shore High School Musical for interest, service, and dedication in the area of the theatre arts.

Logan Wentzel

\$100.00 David Hill Memorial Scholarship given to a graduating senior

Paige Weston

\$100.00 Hayes Memorial Award to the Student Who Has Done Library Research and Reports as Specified by the English Department.

Paige Weston

\$500.00 awarded by the Linda and William Zammer Foundation Fund PT of the Cape Cod Foundation in memory of Kathryn Coolidge Raub to an all-around student.

Marlayna Wilhelm

\$1000.00 Thomas B. Croyle – Awarded to a hard working senior who demonstrates citizenship and leadership in school and/or community and plans to pursue a 4 year degree.

Jessica Willits

A plaque and \$25.00 awarded by the Softball Booster Club for excellence in Girls Softball

Jessica Willits

\$150.00 award presented by the Kiwanis Club of Jersey Shore Area to a senior member of FBLA, exemplifying objectives of FBLA and pursuing higher education.

Lydia Yorks

Scholastic Excellence Award given by United States Marine Corps for being recognized as an academic scholar, a leader among her peers and an outstanding citizen.

Lydia Yorks

\$200.00 Scholarship awarded by the LaBelle Vallee Lodge of Jersey Shore to a who demonstrate traits highly valued in society.

Reece Zwald



SPECIAL EDUCATION AGREEMENT

This AGREEMENT is made this First day of July 2016, between Jersey Shore School District of Jersey Shore, PA and BLaST, Intermediate Unit #17 of, Williamsport, Pennsylvania and Canton, Pennsylvania ("IU"). In consideration of the promises and covenants contained in this agreement and intending to be legally bound, the parties agree as follows:

RESPONSIBILITIES OF THE IU

1. During the 2016-2017 school year, the IU shall provide and operate the programs and services enumerated in "Appendix A" attached hereto. For purposes of this agreement, the phrase "programs and services" shall mean the following:
 - a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date.
 - b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement and other duties as described in the supervisor job description attached to this contract (Appendix B).
 - c. Administrative and clerical support services from departments or programs within the IU other than the Special Education Department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.
 - d. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. § 1-111.
2. The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the IU. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance,

actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly,

3. On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Appendix A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into Appendix A and shall thereby be incorporated into this agreement.
4. Reconciliations – Immediately upon the cost of the term of this agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual costs that it incurred in the implementation of this agreement. The cost calculations shall be made by taking the total costs incurred in providing a particular program or service and dividing it by the total number of days or hours of service provided, then multiplying the resultant daily or hourly cost times the number of days or hours of use by the District. On or before November 1, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District according to the process described in Section D.
5. For those programs or services provided to local school districts, the IU shall follow the school calendar and schedule adopted by the District in which the service(s) is/are provided.

RESPONSIBILITY OF THE DISTRICT

6. On or before April 1, the District shall identify those programs and services that the District wishes the IU to provide in accordance with this agreement.
7. The District shall pay the IU according to the schedule contained in Section D.
8. The District shall assure the following for programs or services included in this contract:
 - a. Furnished classrooms and other space comparable in size and consideration to classrooms with the District to which non-exceptional students are typically assigned and which are located in reasonable proximity to the regular ebb and flow of building activities, unless the

identified needs of the students assigned to the program or service require otherwise.

Allocation of classrooms and other instructional space is the responsibility of the various school districts participating in this agreement. Fair-share of space and/or compensation for their equal share is the responsibility of the participating school districts. Fair share allocations shall be determined no later than August 1, and not changed thereafter without written consent of all districts participating in this agreement.

- b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.
- c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1998.
- d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.
- e. The same regular education support and ancillary services as provided to non-exceptional students.
- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.
- g. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party.

COORDINATED RESPONSIBILITIES

The District shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDE's and IEP

planning conferences. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in this agreement. The District shall adhere to all recommendations of the IEP team that require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in this agreement.

PAYMENT SCHEDULE

9. The District agrees to pay the IU a total of \$437,985.00 the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

1.	August 31, 2016	20%	\$87,597.00
2.	October 30, 2016	20%	\$87,597.00
3.	December 31, 2016	20%	\$87,597.00
4.	February 28, 2017	20%	\$87,597.00
5.	April 30, 2017	20%	\$87,597.00

Final reconciliation of actual costs shall be made on or before November 1 of the following year and subsequent billing if necessary.

LIABILITY

10. The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this agreement. The IU shall maintain sufficient liability insurance for this purpose.
11. The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose.
12. None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall

be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the district against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the IU under the terms of this agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

13. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.
14. This agreement constitutes the entire agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understanding, written or oral on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.
15. While it is the intent of both parties to honor the provision of this agreement, both reserve the right to terminate the agreement due to any unforeseen actions by non-contract parties such as the Pennsylvania Department of Education. Such termination shall be effected in a manner that maintains the rights of students, parents and IU employees.

BLaST Intermediate Unit #17

BY: *Arli R. Hart* ATTEST: *Jana L. Strong*

Jersey Shore School District

BY: _____ ATTEST: _____



Department of Student Services

Williamsport, PA 17701
570-323-8561

Canton, PA 17724
570-673-6001

IDEA Agreement-Project # 062-17-0-017—CFDA #84.027

This Agreement entered into this 30th day of July, 2016, by and between the Board of Education of Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit #17, hereinafter called ("BLaST"), and Jersey Shore School District hereinafter called ("School District").

Background

BLaST, on the first day of July 1999, entered into a Contract with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called ("Department"). BLaST agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in Rider H and to comply with the terms and conditions of Rider H and the Department's most current IDEA Application Guidelines, which contract, riders and guidelines are set forth as Exhibit 1 of this Agreement and are hereby incorporated by reference into this Agreement.

The Department has authorized BLaST to enter into an Agreement with the School District whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in Rider H and compliance with the terms and conditions of Rider H and the Department's most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligations of the School District and will no longer be a responsibility of BLaST. BLaST has determined that the estimated IDEA allocation for the School District is \$430,703.82 as set forth in Exhibit 2 which is hereby incorporated by reference into this Agreement. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 3 which is hereby incorporated by reference into this contract.

Witnesseth

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

1. BLaST hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the School District to be administered in accordance with Exhibits 1 and 3 of this Agreement.
2. The School District agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibits 1 and 3 of this Agreement.
3. The School District agrees and assumes sole responsibility for compliance with all of the terms and conditions set forth in Exhibits 1 and 3 of this Agreement. Upon the execution of this Agreement, the School District consents to a delegation of all duties and responsibilities imposed upon BLaST as set forth in Exhibits 1 and 3, and BLaST is hereby relieved of any and all responsibility for compliance with the terms and conditions of Exhibits 1 and 3 and the duties and responsibilities set forth therein.
4. The undersigned authorized representatives of the School District hereby certify that the School District's governing body has adopted the terms of this Agreement and has authorized the undersigned in its behalf to enter into this Agreement.
5. Upon execution of this Agreement, the School District hereby agrees to indemnify and save and hold harmless BLaST, members of the Board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, without being limited to, court costs or administrative proceedings, and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably paid or incurred in connection with any civil action, administrative proceeding, or arbitration proceeding instituted against BLaST, members of the Board, officers, agents, servants, and employees, arising from duties performed by School District hereunder or from the payment or administration by BLaST of the District IDEA allocations

The School District agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Agreement the 1st day of July 2016.

BLAST, IU #17

A handwritten signature in black ink, appearing to read "William R. Hart", written over a horizontal line.

Jersey Shore School District

A solid horizontal line intended for a signature.



Book	Board Policy Manual
Section	200 Pupils
Title	Food Allergy Management
Number	209.1
Status	From PSBA

Legal

1. 24 P.S. 1422.3

2. Pol. 113

3. Pol. 103.1

4. Pol. 210

5. Pol. 210.1

6. 7 CFR 15b.40

7. Pol. 113.4

8. Pol. 209

9. Pol. 216

10. Pol. 121

11. Pol. 246

12. Pol. 808

13. Pol. 810

14. Pol. 146

15. Pol. 805

24 P.S. 1422.1

22 PA Code 12.41

20 U.S.C. 1232g

20 U.S.C. 1400 et seq

29 U.S.C. 794

42 U.S.C. 12101 et seq

7 CFR Part 15

28 CFR Part 35

34 CFR Part 99

34 CFR Part 104

34 CFR Part 300

Pol. 103

Safe at Schools and Ready to Learn: A Comprehensive Policy Guide for Protecting Students with Life-Threatening Food Allergies – National School Boards Association

Pennsylvania Guidelines for Management of Food Allergies in Schools: Recommendations and Resource Guide for School Personnel – Pennsylvania Departments of Education and Health

Purpose

The Board is committed to providing a safe and healthy environment for students with severe or life-threatening food allergies and shall establish policy to address food allergy management in district schools in order to:

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in the 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, including classroom parties and field trips.

The focus of food allergy management shall be on prevention, education, awareness, communication and emergency response.

Authority

The Board adopts this policy in accordance with applicable state and federal laws and regulations, and the guidelines established jointly by the PA Department of Education and PA Department of Health on managing severe or life-threatening food allergies in the schools.[1]

Definitions

Food allergy - an abnormal, adverse reaction to a food that is triggered by the body's immune system.

Medical Plans of Care - written documents individualized for a particular student with a severe or life-threatening food allergy to address the student's needs throughout the school day, including:

1. **Emergency Care Plan (ECP)** - a medical plan of care based on the information provided in the student's Individualized Healthcare Plan (IHP) and distributed to all school personnel who have responsibilities for the student which specifically describes how to recognize a food allergy emergency and what to do when signs or symptoms of these conditions are observed.
2. **Individualized Healthcare Plan (IHP)** - a medical plan of care that provides written directions for school health personnel to follow in meeting the individual student's healthcare needs. The plan describes functional problem areas, sets goals for overcoming problems, and lists tasks/interventions to meet the goals. The IHP shall include a Food Allergy Medical Management Plan developed by a student's personal healthcare team and family, which shall outline the student's prescribed healthcare regimen and be signed by the student's board-certified allergist, family physician, physician assistant or certified registered nurse practitioner.
3. **Related Services Component in Individualized Education Program (IEP)** - that part of an IEP for a student receiving special education and related services which includes reference to development and implementation of an IHP and ECP for students with a documented severe or life-threatening food allergy as well as identifying the medical accommodations, educational aids and services to address the student's needs.[2]

- 4. Section 504 Service Agreement - a medical plan of care which references development and implementation of an IHP and ECP as well as other accommodations, educational aids and services a student with a documented severe or life-threatening food allergy requires in order to have equal access to educational programs, nonacademic services and extracurricular activities as students without food allergies.[3]**

Guidelines

Prior to enrollment in the district or immediately after diagnosis of a food allergy, appropriate medical plans of care such as an ECP, IHP, Section 504 Service Agreement and/or IEP shall be developed for each student identified with a food allergy. Plans shall be developed by the school nurse, in collaboration with the student's healthcare provider, the student's parents/guardians, district or school nutrition staff, the student, if appropriate, and any other appropriate persons.

Where a medical plan of care is developed, it should carefully describe the plan for coverage and care of a student during the school day as well as during school-sponsored activities which take place while the student is under school jurisdiction during or outside of school hours. Medical plans of care shall include a component which provides information to the school nutrition service regarding each student with documented severe or life-threatening food allergies.

Medical plans of care should include both preventative measures to help avoid accidental exposure to allergens and emergency measures in case of exposure, including administration of emergency medication.[4][5]

A complete set of a student's current medical plans of care related to food allergies shall be maintained by the school nurse. Information or copies of the different components of a student's medical plans of care shall be provided to appropriate personnel who may be involved in implementation of the medical plans of care.

Accommodating Students With Disabling Special Dietary Needs

Students with food allergies may be identified, evaluated and determined to be disabled, in which case the district shall make appropriate accommodations, substitutions or modifications in accordance with the student's medical plans of care.[3][2]

The district must provide reasonable accommodations, substitutions or modifications for students with disabling dietary needs. The student's physician shall determine and document if the student has a disabling dietary need. Examples of a disability under this policy would include metabolic conditions (e.g., diabetes), severe food allergies or cerebral palsy.

Students who fall under this provision must have a written medical statement signed by a licensed physician, which shall be included with the student's IHP. The medical statement must identify:[6]

- 1. The student's special dietary disability.**
- 2. An explanation of why the disability restricts the student's diet.**

3. The major life activity(ies) affected by the disability.
4. The food(s) to be omitted from the student's diet.
5. The food or choice of foods that must be provided as the substitute.

Accommodating Students With Nondisabling Special Dietary Needs

The district may, at its discretion, make appropriate accommodations, substitutions or modifications for students who have a special dietary need but who do not meet the definition of disability, such as a food intolerance or allergy that does not cause a reaction that meets the definition of a disability. The decision to accommodate such a student shall be made on a case-by-case basis.

Students who fall under this provision must have a written medical statement signed by a physician, physician assistant or certified registered nurse practitioner identifying the following:

1. The medical or other special dietary condition which restricts the student's diet.
2. The food(s) to be omitted from the student's diet.
3. The food or choice of foods to be substituted.

Confidentiality

The district shall maintain the confidentiality of students with food allergies, to the extent appropriate and as requested by the student's parents/guardians. District staff shall maintain the confidentiality of student records as required by law, regulations and Board policy.[7][8][9]

Delegation of Responsibility

The Superintendent or designee, in coordination with the school nurse, school nutrition services staff, and other pertinent staff, shall develop administrative regulations to implement this policy or adopt as administrative regulations the suggested guidelines developed by the Pennsylvania Departments of Education and Health and National School Boards Association (NSBA) guidance on managing severe or life-threatening food allergies in district schools, including all classrooms and instructional areas, school cafeterias, outdoor activity areas, on school buses, during field trips, and during school activities held before the school day and after the school day.[10][11][12][13]

Administrative regulations should address the following components:

1. Identification of students with food allergies and provision of school health services.[14]
2. Development and implementation of individual written management plans.
3. Medication protocols, including methods of storage, access and administration.

[4][5]

- 4. Development of a comprehensive and coordinated approach to creating a healthy school environment.[11]**
- 5. Communication and confidentiality.[7][8][9]**
- 6. Emergency response.[15]**
- 7. Professional development and training for school personnel.**
- 8. Awareness education for students.**
- 9. Awareness education and resources for parents/guardians.**
- 10. Monitoring and evaluation.**

The Superintendent or designee shall annually notify students, parents/guardians, staff and the public about the district's food allergy management policy by publishing such in handbooks and newsletters, on the district's website, and through posted notices and other efficient methods.

Last Modified by Tammy Medellin on February 24, 2016



Book	Board Policy Manual
Section	200 Pupils
Title	Student Records
Number	216
Status	From PSBA

Legal

1. 24 P.S. 1305-A
2. 24 P.S. 1306-A
3. 24 P.S. 1402
4. 24 P.S. 1409
5. 24 P.S. 1532
6. 24 P.S. 1533
7. 22 PA Code 4.52
8. 22 PA Code 12.31
9. 22 PA Code 12.32
10. 22 PA Code 15.9
11. 20 U.S.C. 1232g
12. 34 CFR Part 99
13. 34 CFR Part 300
14. 34 CFR 99.3
15. 34 CFR 99.5
16. 34 CFR 99.4
17. Pol. 213
18. Pol. 215
19. 34 CFR 99.7
20. 34 CFR 99.10
21. 34 CFR 99.11
22. 34 CFR 99.12
23. 34 CFR 99.20
24. 34 CFR 99.21
25. 34 CFR 99.22
26. 34 CFR 99.37
27. 34 CFR 99.30-99.39
28. 34 CFR 99.31
29. 34 CFR 99.32
30. Pol. 113.4
31. Pol. 250
32. 35 P.S. 450.403-A
33. 35 P.S. 450.404-A
- 35 P.S. 450.401-A et seq
- 22 PA Code 16.65
- Pol. 113
- Pol. 113.1
- Pol. 216.1

Authority

The Board recognizes its responsibility for the collection, retention, disclosure and protection of student records. The Board also recognizes the legal requirement to maintain the confidentiality of student records and prohibits the unauthorized access, reproduction, and/or disclosure of student education records and personally identifiable information from such records. [1][2][3][4][5][6][7][8][9][10][11][12][13]

The Board shall adopt a comprehensive plan for the collection, maintenance and dissemination of student education records that complies with federal and state laws and regulations and state guidelines. Copies of the adopted student records plan shall be maintained by the district and revised as required by changes in federal or state law and regulations.

Copies of the student records plan shall be submitted to the Department of Education, upon request.

Definitions

Attendance - includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not physically present in the classroom; and the period during which a person is working under a work-study program. [14]

Directory information - information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status; dates of attendance; participation in officially recognized school activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. [11][14]

Directory information does not include a student's Social Security Number; or student identification (ID) number, except that directory information may include a student ID number, user ID, or other unique personal identifier displayed on a student ID card/badge or used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

Disclosure - permitting access to or the release, transfer or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party, except the party that provided or created the record. [14]

Education records - records that are directly related to a student, maintained by the school district or by a party acting for the school district. [11][14]

The term does not include:

1. Records kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another individual except a temporary

substitute for the maker of the record.

2. Records created or received by the district after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
3. Grades on peer-graded papers before they are collected and recorded by a teacher.
4. Other records specifically excluded from the definition of education records under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.

Eligible student - a student who has attained eighteen (18) years of age or is attending an institution of postsecondary education. All rights accorded to and consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student. In cases where an eligible student is dependent upon the parent as defined in the Internal Revenue Code, the district shall make the education records accessible to the parent of said student. [14][15]

Parent - Includes a natural parent, a guardian or an individual acting as a parent of a student in the absence of a parent/guardian. The district shall give full rights to either parent unless the district has been provided with evidence that there is a state law, court order, or a legally binding document governing such matters as divorce, separation, or custody that specifically revokes these rights. [14][16]

Personally identifiable information - includes, but is not limited to: [14]

1. The name of a student, the student's parents or other family members.
2. The address of the student or student's family.
3. A personal identifier, such as the student's Social Security Number, student number, or biometric record.
4. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
5. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
6. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

Student - Includes any individual who is or has been in attendance at the district and regarding whom the district maintains education records. [14]

Delegation of Responsibility

The Superintendent or designee shall be responsible for developing, implementing, and monitoring the student records plan.

All district personnel having access to student education records shall receive training in the

requirements of Board policy, student records plan, and applicable federal and state laws and regulations as directed by the Superintendent.

Each district teacher shall prepare and maintain a record of the work and progress of each student, including the final grade and a recommendation for promotion or retention.[5][17][18]

Guidelines

The district's plan for the collection, retention, disclosure and protection of student records shall provide for the following:

1. Safeguards to protect the student records when collecting, retaining and disclosing personally identifiable information.
2. Ensuring that parents and eligible students, including those who are disabled or have a primary language other than English, are effectively notified of their rights and the procedures to implement those rights, annually and upon enrollment.[19]
3. Procedures for the inspection, review, and copying of a student's education records by parents and eligible students. The district may charge a fee for copies of records that are made for parents so long as the fee does not effectively prevent parents from exercising their right to inspect and review those records. The district shall not charge a fee to search for or to retrieve information in response to a parental request.[20][21][22]
4. Procedures for requesting the amendment of a student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights.[23]
5. Procedures for requesting and conducting hearings to challenge the content of the student's education records.[24][25]
6. Enumerating and defining the types, locations and persons responsible for education records maintained by the district.
7. Determining the types of personally identifiable information designated as directory information.[14][26]
8. Establishing guidelines for the disclosure and redisclosure of student education records and personally identifiable information from student records.[27]
9. Reasonable methods to ensure that school district officials obtain access to only those education records in which they have a legitimate educational interest. Such methods shall include criteria for determining who constitutes a school district official and what constitutes a legitimate educational interest.[19][28]
10. Maintaining required records of requests for access and each disclosure of personally identifiable information from each student's education records.[29]
11. Ensuring appropriate review, retention, disposal and protection of student records.[30]
12. Transferring education records and appropriate disciplinary records to other school

districts.[1]

Student Recruitment

Procedures for disclosure of student records and personally identifiable information shall apply equally to military recruiters and postsecondary institutions and shall comply with law and Board policy.[31]

Missing Child Registration

A missing child notation shall be placed on school records of a student under the age of eighteen (18) reported as missing to school officials by a law enforcement agency. Such notation shall be removed when the school district is notified by the appropriate law enforcement agency that a missing child has been recovered.[32]

In the event the district receives a request for information from the school records of a missing child, the district shall:[33]

1. Attempt to obtain information on the identity of the requester.
2. Contact the appropriate law enforcement agency to coordinate a response.

No information in the records shall be released to the requester without first contacting the appropriate law enforcement agency.

Last Modified by Tammy Medellin on May 16, 2016



Book Board Policy Manual
Section 300 Employees
Title Conduct/Disciplinary Procedures
Number 317
Status
Legal

- 1. 22 PA Code 235.10
- 2. Pol. 824
- 3. 24 P.S. 510
- 4. 24 P.S. 514
- 5. 24 P.S. 1121
- 6. 24 P.S. 1122
- 7. 24 P.S. 1126
- 8. 24 P.S. 1127
- 9. 24 P.S. 1128
- 10. 24 P.S. 1129
- 11. 24 P.S. 1130
- 12. 2 Pa. C.S.A. 551 et seq
- 13. Pol. 351
- 14. 24 P.S. 1151
- 15. 24 P.S. 111
- 16. 24 P.S. 2070.9a
- 17. 23 Pa. C.S.A. 6344.3
- 22 PA Code 235.1 et seq
- 24 P.S. 2070.1a et seq
- 23 Pa. C.S.A. 6301 et seq

Authority

All administrative, professional and support employees are expected to conduct themselves in a manner consistent with appropriate and orderly behavior. Effective operation of district schools requires the cooperation of all employees working together and complying with a system of Board policies, administrative regulations, rules and procedures, applied fairly and consistently.

The Board requires employees to maintain professional, moral and ethical relationships with

students at all times.[1][2]

The Board directs that all district employees shall be informed of conduct that is required and is prohibited during work hours and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[3][4]

When demotion or dismissal charges are filed against a certificated administrative or professional employee, a hearing shall be provided as required by applicable law. Noncertificated administrative and support employees may be entitled to a Local Agency Law hearing, at the employee's request.[5][6][7][8][9][10][11][12]

Delegation of Responsibility

All district employees shall comply with state and federal laws and regulations, Board policies, administrative regulations, rules and procedures. District employees shall endeavor to maintain order, perform assigned job functions and carry out directives issued by supervisors.[3]

When engaged in assigned duties, district employees shall not participate in activities that include but are not limited to the following:

1. { } Physical or verbal abuse, or threat of harm, to anyone.
2. { } Nonprofessional relationships with students.[2]
3. { } Causing intentional damage to district property, facilities or equipment.
4. { } Forceful or unauthorized entry to or occupation of district facilities, buildings or grounds.
5. { } Use, possession, distribution, or sale of alcohol, drugs or other illegal substances.[13]
6. { } Use of profane or abusive language.
7. { } Breach of confidential information.
8. { } Failure to comply with directives of district officials, security officers, or law enforcement officers.[6]
9. { } Carrying onto or possessing a weapon on school grounds without authorization from the appropriate school administrator.
10. { } Violation of Board policies, administrative regulations, rules or procedures.[6]
11. { } Violation of federal, state, or applicable municipal laws or regulations.[6]
12. { } Conduct that may obstruct, disrupt, or interfere with teaching, research, service, operations, administrative or disciplinary functions of the district, or any activity sponsored or approved by the Board.

The Superintendent or designee shall develop and disseminate disciplinary rules for violations of Board policies, administrative regulations, rules and procedures that provide progressive penalties, including but not limited to

- { } verbal warning
- { } written warning
- { } reprimand
- { } suspension
- { } demotion[14]
- { } dismissal[6]
- { } pursuit of civil and criminal sanctions.

Arrest or Conviction Reporting Requirements

Employees shall use the designated form to report to the Superintendent or designee, within seventy-two (72) hours of the occurrence, an arrest or conviction required to be reported by law.[15][16]

Employees shall also report to the Superintendent or designee, in writing, within seventy-two (72) hours of notification, that the employee has been **named** as a perpetrator in a **founded or indicated report pursuant to the Child Protective Services Law**. [17]

An employee shall be required to submit **new** criminal history background checks if the Superintendent or designee has a reasonable belief that the employee was arrested or has been convicted of an offense required to be reported by law, and the employee has not notified the Superintendent or designee. [15]

An employee shall be required immediately to submit a **new child abuse history certification** if the Superintendent or designee has a reasonable belief that the employee was named as a perpetrator in a founded or indicated report or has provided written notice of such occurrence. [17]

Failure to accurately report such **occurrences** may subject the employee to disciplinary action up to and including termination and criminal prosecution. [15][17]

PSBA Revision 10/15 © 2015 PSBA

Last Modified by Pamela M Copenhaver on June 8, 2016



Book	Board Policy Manual
Section	300 Employees
Title	Job Related Expenses
Number	331
Status	
Legal	<u>1. 24 P.S. 517</u>

Authority

The Board shall reimburse administrative, professional and support employees for the actual and necessary expenses, including travel expenses, they incur in the course of performing services for the district, in accordance with Board policy.[1]

Delegation of Responsibility

The validity of payments for job related expenses for all district employees shall be determined by the Superintendent or designee.

The Superintendent or designee shall develop administrative regulations for reimbursement of travel expenses.

Guidelines

The use of a personal vehicle shall be considered a legitimate job expense if travel is among the employee's assigned schools, but not between home and school, and is authorized in advance by the immediate supervisor or principal.

Use of a personal vehicle for approved purposes is reimbursable at the rate per mile approved by the Board.

Use of a personal vehicle requires that liability insurance be provided by the employee.

Actual and necessary expenses incurred when attending functions outside the district shall be reimbursed to an employee if approval has been obtained in advance from the Superintendent.[1]

Attendance at approved events outside the district shall be without loss of regular pay, unless otherwise stipulated prior to attendance.

Last Modified by Pamela M Copenhaver on June 6, 2016



Book	Board Policy Manual
Section	600 Finances
Title	Purchases Subject to Bid/Quotation
Number	610
Status	From PSBA
Legal	<u>1. 24 P.S. 751</u> <u>2. 24 P.S. 807.1</u> <u>3. 24 P.S. 120</u> <u>62 Ps. C.S.A. 4601 et seq</u>

Authority

It is the policy of the Board to obtain competitive bids and price quotations for products and services where such bids or quotations are required by law or may result in monetary savings to the school district.[1][2]

Guidelines

The amounts contained in this policy regarding competitive bid and price quotation requirements are subject to adjustments based on the Consumer Price Index.[1][2][3]

Competitive Bids

When seeking competitive bids, the Board shall advertise once a week for three (3) weeks in not less than two (2) newspapers of general circulation.[1][2]

After due public notice advertising for competitive bids, the Board shall be authorized to:

1. Purchase furniture, equipment, school supplies and appliances costing a base amount of \$19,400 or more, unless exempt by law.[2]
2. Contract for construction, reconstruction, repairs, maintenance or work on any school building or property having a total cost or value of more than \$19,400, unless exempt by law.[1]

The Board prohibits the practice of splitting purchases to avoid advertising and bidding requirements.[1][2]

With kind, quality and material being equal, the bid of the lowest responsible bidder

meeting bid specifications shall be accepted upon resolution of the Board, unless the Board chooses to reject all bids.[1][2]

The Board recognizes that emergencies may occur when imminent danger exists to persons or property or continuance of existing school classes is threatened, and time for bidding cannot be provided because of the need for immediate action. Bidding decisions in the event of such emergencies shall be made in accordance with existing legal requirements.[1]

Price Quotations

Unless exempt by law, at least three (3) written or telephonic price quotations shall be requested by the Board for:[1][2]

1. Furniture, equipment, school supplies and appliances costing a base amount of more than \$10,500 but less than \$19,400.[2]
2. All contracts for construction, reconstruction, repairs, maintenance or work on any school building or property, having a total cost or value of more than \$10,500 but less than \$19,400.[1]

If it is not possible to obtain three (3) quotations, a memorandum must be kept on file showing that fewer than three (3) qualified vendors exist in the market area. The written price quotations, written records of telephonic price quotations and memoranda shall be kept on file for three (3) years.

Work Performed by District Maintenance Personnel

The Board may authorize district maintenance personnel to perform construction, reconstruction, repairs or work having a total cost or value of less than \$10,500.[1]

Delegation of Responsibility

The Board may grant the Board Secretary or Purchasing Agent the authority to purchase supplies and award contracts in the amount and manner designated by applicable law.[1][2]

Last Modified by Tammy Medellin on June 8, 2016



Book	Board Policy Manual
Section	600 Finances
Title	Purchases Budgeted
Number	611
Status	
Legal	<u>1. 24 P.S. 751</u> <u>2. 24 P.S. 807.1</u> <u>3. 24 P.S. 609</u> <u>24 P.S. 508</u>

Authority

It is the policy of the Board that when funds are available all purchases contemplated within the current budget and not subject to bid shall be made in a manner that ensures the best interests of the district. [1][2]

Delegation of Responsibility

All purchases that are within budgetary limits may be made upon authorization of the **Purchasing Agent, Business Manager, Board Secretary, and/or Superintendent**, unless the contemplated purchase is for more than \$19,400, in which case prior approval by the Board is required. [3][1][2]

All purchase order requests must be referred to the Purchasing Agent, who shall check whether the proposed purchase is subject to bid; whether sufficient funds exist in the budget; and whether the material might be available elsewhere in the district. [3][1][2]

Last Modified by Pamela M Copenhaver on June 8, 2016



Book	Board Policy Manual
Section	600 Finances
Title	Purchases Not Budgeted
Number	612
Status	From PSBA
Legal	<u>1. 24 P.S. 607</u> <u>2. 24 P.S. 609</u> <u>3. 24 P.S. 631</u> <u>4. 24 P.S. 687</u> 5. Pol. 611

Purpose

The laws of the state and the interests of the community require fiscal responsibility by the Board in the operation of the school district. Appropriate fiscal controls shall be adopted to ensure that public funds are not disbursed in amounts in excess of the appropriations provided to the district.

Authority

When funds are not available for a proposed appropriation, a legal transfer from one class of expenditure to another may be made by the Board in the last nine (9) months of the fiscal year if it is apparent that the necessary surplus funds do exist in another appropriation, the procedures specified in the School Code are followed, and it can be demonstrated that the proposed expenditure would be educationally warranted in the current fiscal year.[1][2][3][4]

Guidelines

In the event of emergency, which exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes, a purchase order may be authorized.

When budgeted funds are allocated on a building basis, the total amount budgeted may not be exceeded without prior approval.

Any expenditures in excess of appropriation made in conformance with this policy shall be reported to the Board at the next meeting, with a recommendation of funds to be transferred to cover said purchase.

Last Modified by Tammy Medellin on June 8, 2016



Book Board Policy Manual
Section 600 Finances
Title Cooperative Purchasing
Number 613
Status From PSBA
Legal 1. 24 P.S. 521
2. 24 P.S. 751
3. 24 P.S. 807.1
4. 53 Pa. C.S.A. 2303
5. 53 Pa. C.S.A. 2301 et seq

Authority

The Board recognizes the advantages of centralized purchasing. Therefore, the Board encourages the administration to seek the benefits and savings that may accrue through joint agreements with other political subdivisions for the purchase of supplies, equipment or services. [1][2][3][4]

Delegation of Responsibility

The Board authorizes the Business Manager to negotiate appropriate cooperative purchase agreements with other political subdivisions, in accordance with law and Board policy.

Guidelines

Cooperative purchases require an agreement approved by the Board and the participating contracting body(s). All such agreements must conform to relevant provisions of the School Code. [5]

Last Modified by Tammy Medellin on June 8, 2016



Book	Board Policy Manual
Section	600 Finances
Title	Taxable Fringe Benefits
Number	624
Status	From PSBA
Legal	<u>26 U.S.C. 1 et seq</u> Pol. 331 Pol. 717 Pol. 813 Pol. 815

Authority

It shall be the policy of the Board to comply with regulations of the Internal Revenue Service (IRS) regarding taxability of employee fringe benefits.

Definitions

Taxable fringe benefit - a form of pay, in addition to salary, for the performance of duties; taxable wages unless excluded by the Internal Revenue Code.

Convenience of the district - where the personal use was in the best interest of the district.

De minimis - an amount where either the cost of determining specific value exceeds the value of the use, or the actual cost of the use was negligible at the organizational level.

Delegation of Responsibility

The Superintendent or designee shall be responsible to ensure that employees verify the use of district equipment for business purposes and report any use or fringe benefits that may be taxable as compensation.

The employee verification process shall occur monthly prior to payment of bills.

The Business Manager shall report the value of taxable fringe benefits with the regular payroll for the payroll immediately following the determination of taxable fringe benefits.

The Business Manager shall annually review the determinations of convenience of the district and de minimis amount to ensure compliance with federal regulations. The review may include discussions with the district auditor.

Last Modified by Tammy Medellin on June 8, 2016



Book	Board Policy Manual
Section	600 Finances
Title	Federal Fiscal Compliance
Number	626
Status	
Legal	<u>1. 2 CFR Part 200</u> 2. Pol. 827 3. Pol. 317 <u>4. 2 CFR 200.430</u> 5. Pol. 626.1 6. Pol. 304 7. Pol. 319 8. Pol. 336 9. Pol. 337 10. Pol. 624 11. Pol. 813 <u>12. 2 CFR 200.333-200.337</u> 13. Pol. 800 <u>14. 34 CFR 75.730-75.732</u> <u>15. 34 CFR 76.730-76.731</u> <u>16. 2 CFR 200.336</u> <u>17. 2 CFR 200.333</u> 18. Pol. 113.4 19. Pol. 216 20. Pol. 324 <u>21. 2 CFR 200.330-200.331</u> <u>22. 2 CFR 200.338</u> <u>23. 2 CFR 200.339</u>

Authority

The Board shall ensure federal funds received by the district are administered in accordance with federal requirements, including but not limited to the federal

Uniform Grant Guidance.[1]

The Board shall review and approve all applications for federal funds submitted by the district.

Delegation of Responsibility

The Board designates the Superintendent as the district contact for all federal programs and funding.

The Superintendent or designee, in collaboration with the Federal Programs Coordinator and Business Manager, shall establish and maintain a sound financial management system to include internal controls and federal grant management standards covering the receipt of both direct and state-administered federal grants, and to track costs and expenditures of funds associated with grant awards.[1]

The Superintendent, to assist in the proper administration of federal funds and implementation of this policy, may approve additional procedures as attachments to this policy.

Guidelines

The district's financial management system shall be designed with strong internal controls, a high level of transparency and accountability, and documented procedures to ensure that all financial management system requirements are met.

Financial management standards and procedures shall assure that the following responsibilities are fulfilled:

1. **Identification** – the district must identify, in its accounts, all federal awards received and expended, and the federal programs under which they were received.
2. **Financial Reporting** – Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements of the Education Department General Administrative Regulations (EDGAR).
3. **Accounting Records** – the district must maintain records which adequately identify the source and application of funds provided for federally-assisted activities.
4. **Internal Controls** – Effective control and accountability must be maintained for all funds, real and personal property and other assets. The district must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
5. **Budget Control** – Actual expenditures or outlays must be compared with budgeted amounts for each federal award. Procedures shall be developed to establish determination for allowability of costs for federal funds.
6. **Cash Management** – The district shall maintain written procedures to implement the cash management requirements found in EDGAR.

- 7. Allowability of Costs – The district shall ensure that allowability of all costs charged to each federal award is accurately determined and documented.**

Standards of Conduct

The district shall maintain standards of conduct covering conflicts of interest and the actions of employees and school officials engaged in the selection, award and administration of contracts.[2]

All employees shall be informed of conduct that is required for federal fiscal compliance and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[3]

Employees - Time and Effort Reporting

All district employees paid with federal funds shall document the time they expend in work performed in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply to contracted individuals.[4]

District employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient.[5]

The district shall establish and maintain employee policies on hiring, benefits and leave and outside activities, as approved by the Board.[6][7][8][9][10][11]

Record Keeping

The district shall develop and maintain a Records Management Plan and related Board policy and administrative regulations for the retention, retrieval and disposition of manual and electronic records, including emails.[12][13]

The district shall ensure the proper maintenance of federal fiscal records documenting:[13][14][15]

- 1. Amount of federal funds.**
- 2. How funds are used.**
- 3. Total cost of each project.**
- 4. Share of total cost of each project provided from other sources.**
- 5. Other records to facilitate an effective audit.**
- 6. Other records to show compliance with federal program requirements.**
- 7. Significant project experiences and results.**

All records must be retrievable and available for programmatic or financial audit.

The district shall provide the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right of access to any documents, papers, or other district records which are pertinent to the federal award. The district shall also

permit timely and reasonable access to the district's personnel for the purpose of interview and discussion related to such documents.[16]

Records shall be retained for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs.[17]

If any litigation, claim or audit is started before the expiration of the standard record retention period, the records shall be retained until all litigation, claims or audits have been resolved and final action taken.[17]

As part of the Records Management Plan, the district shall develop and maintain a records retention schedule, which shall delineate the record retention format, retention period and method of disposal.[13]

The Records Management Plan shall include identification of staff authorized to access records, appropriate training, and preservation measures to protect the integrity of records and data.[13]

The district shall ensure that all personally identifiable data protected by law or regulations is handled in accordance with the requirements of applicable law, regulations, Board policy and administrative regulations.[18][19][20]

Subrecipient Monitoring

In the event that the district awards subgrants, the district shall establish procedures to:[21]

1. Assess the risk of noncompliance.
2. Monitor grant subrecipients to ensure compliance with federal, state, and local laws and Board policy and procedures.
3. Ensure the district's record retention schedule addresses document retention on assessment and monitoring.[13]

Compliance Violations

Employees and contractors involved in federally funded programs and subrecipients shall be made aware that failure to comply with federal law, regulations or terms and conditions of a federal award may result in the federal awarding agency or pass-through entity imposing additional conditions or terminating the award in whole or in part.[22][23]

626-Attach-Costs_Obligations_Property.doc (58 KB)

626-Attach-AllowabilityofCosts.doc (90 KB)

626-Attach-CashManagement.docx (17 KB)

626-Attach-SubrecipientMonitoring.doc (56 KB)

626-Attach-Procurement.doc (93 KB)

Last Modified by Pamela M Copenhaver on June 8, 2016



Book	Board Policy Manual
Section	600 Finances
Title	Federal Fiscal Compliance
Number	626
Status	
Legal	<u>1. 2 CFR Part 200</u> 2. Pol. 827 3. Pol. 317 <u>4. 2 CFR 200.430</u> 5. Pol. 626.1 6. Pol. 304 7. Pol. 319 8. Pol. 336 9. Pol. 337 10. Pol. 624 11. Pol. 813 <u>12. 2 CFR 200.333-200.337</u> 13. Pol. 800 <u>14. 34 CFR 75.730-75.732</u> <u>15. 34 CFR 76.730-76.731</u> <u>16. 2 CFR 200.336</u> <u>17. 2 CFR 200.333</u> 18. Pol. 113.4 19. Pol. 216 20. Pol. 324 <u>21. 2 CFR 200.330-200.331</u> <u>22. 2 CFR 200.338</u> <u>23. 2 CFR 200.339</u>

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The Board shall ensure federal funds received by the district are administered in accordance with federal requirements, including but not limited to the federal

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The Board shall review and approve all applications for federal funds submitted by the district.

Delegation of Responsibility

The Board designates the Superintendent as the district contact for all federal programs and funding.

The Superintendent or designee, in collaboration with the Federal Programs Coordinator and Business Manager, shall establish and maintain a sound financial management system to include internal controls and federal grant management standards covering the receipt of both direct and state-administered federal grants, and to track costs and expenditures of funds associated with grant awards.[1]

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- 5. Budget Control – Actual expenditures or outlays must be compared with budgeted amounts for each federal award. Procedures shall be developed to establish determination for allowability of costs for federal funds.**
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All employees shall be informed of conduct that is required for federal fiscal compliance and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[3]

Employees - Time and Effort Reporting

All district employees paid with federal funds shall document the time they expend in work performed in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply to contracted individuals.[4]

District employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient.[5]

The district shall establish and maintain employee policies on hiring, benefits and leave and outside activities, as approved by the Board.[6][7][8][9][10][11]

Record Keeping

The district shall develop and maintain a Records Management Plan and related Board policy and administrative regulations for the retention, retrieval and disposition of manual and electronic records, including emails.[12][13]

The district shall ensure the proper maintenance of federal fiscal records documenting:[13][14][15]

- 1. Amount of federal funds.**
- 2. How funds are used.**
- 3. Total cost of each project.**
- 4. Share of total cost of each project provided from other sources.**
- 5. Other records to facilitate an effective audit.**
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The district shall provide the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right of access to any documents, papers, or other district records which are pertinent to the federal award. The district shall also

permit timely and reasonable access to the district's personnel for the purpose of interview and discussion related to such documents.[16]

Records shall be retained for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs.[17]

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The Records Management Plan shall include identification of staff authorized to access records, appropriate training, and preservation measures to protect the integrity of records and data.[13]

The district shall ensure that all personally identifiable data protected by law or regulations is handled in accordance with the requirements of applicable law, regulations, Board policy and administrative regulations.[18][19][20]

Subrecipient Monitoring

In the event that the district awards subgrants, the district shall establish procedures to:[21]

1. Assess the risk of noncompliance.
2. Monitor grant subrecipients to ensure compliance with federal, state, and local laws and Board policy and procedures.
3. Ensure the district's record retention schedule addresses document retention on assessment and monitoring.[13]

Compliance Violations

Employees and contractors involved in federally funded programs and subrecipients shall be made aware that failure to comply with federal law, regulations or terms and conditions of a federal award may result in the federal awarding agency or pass-through entity imposing additional conditions or terminating the award in whole or in part.[22][23]

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Last Modified by Pamela M Copenhaver on June 8, 2016



Book Board Policy Manual
Section 600 Finances
Title Travel Reimbursement - Federal Programs
Number 626.1
Status From PSBA
Legal 1. 2 CFR 200.474
2. 24 P.S. 516.1
3. 24 P.S. 517
4. Pol. 004
5. Pol. 331

Authority

The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.[1][2][3]

Definition

For purposes of this policy, travel costs shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.[1]

Delegation of Responsibility

School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.[4][5]

The validity of payments for travel costs for all district employees and school officials shall be determined by the Superintendent or designee.

Guidelines

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district's nonfederally funded activities, and in accordance with the district's travel reimbursement policies and administrative regulations.[1][4][5]

Mileage reimbursements shall be at the rate approved by the Board for other district

travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by the Board.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.^{[2][3]}

In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that:^{[1][4][5]}

- 1. Participation of the individual is necessary to the federal award.**
- 2. The costs are reasonable and consistent with the district's established policy.**

Last Modified by Tammy Medellin on April 22, 2016



Book	Board Policy Manual
Section	800 Operations
Title	Food Services
Number	808
Status	From PSBA

Legal

1. 2 CFR Part 200
2. 24 P.S. 1335
3. 24 P.S. 1337
4. 24 P.S. 504
5. 24 P.S. 807.1
6. 42 U.S.C. 1751 et seq
7. 42 U.S.C. 1773
8. 7 CFR Part 210
9. 7 CFR Part 215
10. 7 CFR Part 220
11. FNS Instruction 113-1 (USDA)
12. 42 U.S.C. 1760
13. 3 Pa. C.S.A. 5713
14. 42 U.S.C. 1758(h)
15. 7 CFR 210.13
16. 7 CFR 210.30
17. Pol. 246
18. Pol. 610
19. Pol. 626
20. 42 U.S.C. 1758
21. 7 CFR Part 245
22. 7 CFR 15b.40
23. Pol. 103.1
24. Pol. 113
25. Pol. 209.1
26. 7 CFR 220.7
27. 7 CFR 210.9
- P.L. 111-296
- 7 CFR Part 15
- Pol. 103

Purpose

The Board recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day.

Authority

The food service program shall be operated in compliance with all applicable state

and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA).[1][2][3][4][5][6][7][8][9][10]

The district shall ensure that, in the operation of the food service program, no student, staff member, or other individual shall be discriminated against on the basis of race, color, national origin, age, sex, or disability.[11]

Food sold by the school may be purchased by students and district employees but only for consumption on school premises. The price charged to students shall be established annually by the district in compliance with state and federal laws.[4][12]

Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A nonprogram food shall be defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the child nutrition account. Nonprogram foods include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account.[12]

Delegation of Responsibility

Operation and supervision of the food service program shall be the responsibility of the Food Services Director.

The individual responsible for the operation and supervision of the food service program shall present to the Board each month for its approval a statement of receipts and expenditures for cafeteria funds.[4]

Cafeterias shall be operated on a nonprofit basis. A periodic review of the cafeteria accounts shall be made by the Superintendent, Business Manager and/or auditor.[3][4]

The individual responsible for the operation and supervision of the food service program shall ensure that school meals meet the standards required by the School Breakfast Program, the National School Lunch Program and the Special Milk Program.[2][3][4][6][7][8][9][10]

The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs.[13][14][15][16]

The Superintendent or designee shall annually notify students, parents/guardians, and employees concerning the contents of this policy and applicable administrative regulations. Notification shall include information related to nondiscrimination.[11]

Guidelines

To reinforce the district's commitment to nutrition and student wellness, foods served in school cafeterias shall:[17]

1. Be carefully selected to contribute to students' nutritional well-being and health.
2. Meet the nutrition standards specified in law and regulations and approved by the Board.

3. Be prepared by methods that will retain nutritive quality, appeal to students, and foster lifelong healthy eating habits.
4. Be served in age-appropriate quantities, at reasonable prices.

The district shall use **USDA Foods** for school menus available under the **Child Nutrition USDA Foods** Programs.

All funds derived from the operation, maintenance or sponsorship of the food service program shall be deposited in the separate cafeteria fund, in the same manner as other district funds. Such funds shall be expended in the manner approved and directed by the Board, but no amount shall be transferred from the cafeteria fund to any other account or fund; however, district advances to the food service program may be returned to the district's general fund from any surplus resulting from its operation.[4]

Surplus accounts shall be used only for the improvement and maintenance of the cafeteria.[4]

Procurement

Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.[18][19]

Free/Reduced-Price Meals and Free Milk

The district shall provide free and reduced-price meals and/or free milk to students in accordance with the terms and conditions of the National School Lunch Program, the School Breakfast Program, and the Special Milk Program.[20][21]

Accommodating Students With Special Dietary Needs

The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.[22][23][24][25]

School Food Safety Inspections

The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.[14][15][26]

The district shall post the most recent inspection report and release a copy of the report to members of the public, upon request.

School Food Safety Program

The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodborne illness among students.[8][10][14]

The district shall maintain proper sanitation and health standards in food storage, preparation and service, in accordance with applicable state and local laws and regulations and federal food safety requirements.[15][26][27]

Professional Standards for Food Service Personnel

The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, professional standards include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district-operated food service programs and contracted food service programs. [6][7][16]

School Meal Accounts

Individual accounts shall be assigned to each student for accounting purposes for the purchase of meals served in school cafeterias.

The Superintendent or designee shall develop and disseminate administrative regulations that establish procedures to control school meal accounts. Administrative regulations should include the following:

1. Procedures for collecting money for individual student accounts which ensure that the identity of each student is protected.
2. Method in which students and parents/guardians are notified when the student's account reaches a specified level. At least one (1) advance written warning shall be given to the student and parent/guardian.
3. Procedures for providing students with meals when the student forgets or loses his/her money or when his/her account has insufficient funds.

Last Modified by Tammy Medellin on April 22, 2016



Book	Board Policy Manual
Section	800 Operations
Title	Conflict of Interest
Number	827
Status	From PSBA
Legal	<u>1. 65 Pa. C.S.A. 1101 et seq</u> 2. Pol. 004 <u>3. 51 PA Code 15.2</u> <u>4. 65 Pa. C.S.A. 1104</u> <u>5. 2 CFR 200.318</u> 6. Pol. 322 7. Pol. 317 Pol. 011 Pol. 319 Pol. 609 Pol. 702

Purpose

This policy shall affirm standards of conduct established to ensure that Board members and employees avoid potential and actual conflicts of interest, as well as the perception of a conflict of interest.

Definitions

Confidential Information shall mean information not obtainable from reviewing a public document or from making inquiry to a publicly available source of information.[1]

Conflict or Conflict of interest shall mean use by a Board member or district employee of the authority of his/her office or employment, or any confidential information received through his/her holding public office or employment, for the private pecuniary benefit of him/herself, a member of his/her immediate family or a business with which s/he or a member of his/her immediate family is associated. The term does not include an action having a de minimis economic impact, or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other group which includes the Board member or district employee, a member of his/her immediate family or a business

with which s/he or a member of his/her immediate family is associated.[1]

De minimis economic impact shall mean an economic consequence which has an insignificant effect.[1]

Financial interest shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent (5%) of the equity of the business or more than five percent (5%) of the assets of the economic interest in indebtedness.[1]

Honorarium shall mean payment made in recognition of published works, appearances, speeches and presentations, and which is not intended as consideration for the value of such services which are nonpublic occupational or professional in nature. The term does not include tokens presented or provided which are of de minimis economic impact.[1]

Immediate family shall mean a parent, parent-in-law, spouse, child, spouse of a child, brother, brother-in-law, sister, sister-in-law, or the domestic partner of a parent, child, brother or sister.[1]

Business partner shall mean a person who, along with another person, plays a significant role in owning, managing, or creating a company in which both individuals have a financial interest in the company.

Delegation of Responsibility

Each employee and Board member shall be responsible to maintain standards of conduct that avoid conflicts of interest. The Board prohibits members of the Board and district employees from engaging in conduct that constitutes a conflict of interest as outlined in this policy.

Guidelines

All Board members and employees shall be provided with a copy of this policy and acknowledge in writing that they have been made aware of it. Additional training shall be provided to designated individuals.

Disclosure of Financial Interests

No Board member shall be allowed to take the oath of office or enter or continue upon his/her duties, nor shall s/he receive compensation from public funds, unless s/he has filed a statement of financial interests as required law.[2]

The district solicitor and designated district employees shall file a statement of financial interests as required by law and regulations.[3][4]

Standards of Conduct

The district maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees and Board members engaged in the selection, award and administration of contracts.[5]

No employee or Board member may participate in the selection, award or

administration of a contract supported by a federal award if s/he has a real or apparent conflict of interest as defined above, as well as any other circumstance in which the employee, Board member, any member of his/her immediate family, his/her business partner, or an organization which employs or is about to employ any of them, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.[5]

The district shall not enter into any contract with a Board member or employee, or his/her spouse or child, or any business in which the person or his/her spouse or child is associated valued at \$500 or more, nor in which the person or spouse or child or business with which associated is a subcontractor unless the Board has determined it is in the best interests of the district to do so, and the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Board member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.[1]

When advertised formal bidding is not required or used, an open and public process shall include at a minimum:

1. Public notice of the intent to contract for goods or services;
2. A reasonable amount of time for potential contractors to consider whether to offer quotes; and
3. Post-award public disclosure of who made bids or quotes and who was chosen.

Any Board member or employee who in the discharge of his/her official duties would be required to vote on a matter that would result in a conflict of interest shall abstain from voting and, prior to the vote being taken, publicly announce and disclose the nature of his/her interest as a public record.[1]

No public official or public employee shall accept an honorarium.[1]

Board members and employees may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value. Gifts of a nominal value may be accepted in accordance with Board policy.[5][6]

Improper Influence

No person shall offer or give to a Board member, employee or nominee or candidate for the Board, or a member of his/her immediate family or a business with which s/he is associated, anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment based on the offeror's or donor's understanding that the vote, official action or judgment of the Board member, employee or nominee or candidate for the Board would be influenced thereby.[1]

No Board member, employee or nominee or candidate for the Board shall solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding of that Board member, employee or nominee or candidate that the vote, official action or judgment

of the Board member, employee or nominee or candidate for the Board would be influenced thereby.[1]

Organizational Conflicts

Organizational conflicts of interest may exist when due to the district's relationship with a subsidiary, affiliated or parent organization that is a candidate for award of a contract in connection with federally funded activities, the district may be unable or appear to be unable to be impartial in conducting a procurement action involving a related organization.[5]

In the event of a potential organizational conflict, the potential conflict shall be reviewed by the Superintendent or designee to determine whether it is likely that the district would be unable or appear to be unable to be impartial in making the award. If such a likelihood exists, this shall not disqualify the related organization; however, the following measures shall be applied:

1. The organizational relationship shall be disclosed as part of any notices to potential contractors;
2. Any district employees or officials directly involved in the activities of the related organization are excluded from the selection and award process;
3. A competitive bid, quote or other basis of valuation is considered; and
4. The Board has determined that contracting with the related organization is in the best interests of the program involved.

Reporting

Any perceived conflict of interest that is detected or suspected by any employee or third party shall be reported to the Superintendent. If the Superintendent is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Board President.

Any perceived conflict of interest of a Board member that is detected or suspected by any employee or third party shall be reported to the Board President. If the Board President is the subject of the perceived conflict of interest, the employee or third party shall report the incident to the Superintendent, who shall report the incident to the solicitor.

No reprisals or retaliation shall occur as a result of good faith reports of conflicts of interest.

Investigation

Investigations based on reports of perceived violations of this policy shall comply with state and federal laws and regulations. No person sharing in the potential conflict of interest being investigated shall be involved in conducting the investigation or reviewing its results.

In the event an investigation determines that a violation of this policy has occurred, the violation shall be reported to the federal awarding agency in accordance with that agency's policies.

Disciplinary Actions

If an investigation results in a finding that the complaint is factual and constitutes a violation of this policy, the district shall take prompt, corrective action to ensure that such conduct ceases and will not recur. District staff shall document the corrective action taken and, when not prohibited by law, inform the complainant.

Violations of this policy may result in disciplinary action up to and including discharge, fines and possible imprisonment. Disciplinary actions shall be consistent with Board policies, procedures, applicable collective bargaining agreements and state and federal laws.[7]

Last Modified by Tammy Medellin on April 22, 2016



Lancaster-Lebanon Intermediate Unit 13
1020 New Holland Avenue
Lancaster, PA 17601

BUSINESS OFFICE USE ONLY
Contract PO #: C1677043

SUBRECIPIENT LETTER OF AGREEMENT

This Subrecipient Letter of Agreement ("Agreement"), is entered into on May 19, 2016, between Lancaster-Lebanon Intermediate Unit 13, (hereinafter called "IU13"), a Pennsylvania Intermediate Unit, with its principal place of business at 1020 New Holland Avenue, Lancaster, PA 17601, and

SUBGRANTEE*:

*checks will be made out to this entity.

Mailing Address:

JERSEY SHORE AREA SCHOOL DISTRICT (hereafter referred to as "SUBGRANTEE")

175 A & P DRIVE
JERSEY SHORE PA 17740-9268

Telephone Number:

(570) 398-1566

FAX Number:

(570) 398-5089

E-mail:

jwenrich@jsasd.org

Taxpayer ID# or SS# or EIN:

SUBGRANTEE Contact Person:

Dr. Jill Wenrich
Superintendent

Title and contact Information:

IU13 Program Administrator:

Title and Contact Information:

IU13 Contract Administrator:

Title and Contact Information:

Keith R. Earle

Program Director, 717-947-1014; keith_earle@iu13.org

Background: The IU13 has entered into an agreement with the Pennsylvania Department of Education to collaborate in the administration of the Pennsylvania Training and Technical Assistance Network (PaTTAN) project, and has been authorized by the Pennsylvania Department of Education, Bureau of Special Education, to disburse funds to approved SUBGRANTEES by establishing agreements with the SUBGRANTEES that set forth the conditions of the agreements.

Terms: The parties, intending to be legally bound, hereby agree as follows:

1. Subject to its other provisions and the availability of funds, the term of this Agreement shall commence on July 1, 2016 and terminate on June 30, 2017.
2. **Non-Appropriation:** Notwithstanding anything in this Agreement to the contrary, all obligations of IU13 to make payments hereunder are subject to the appropriation of sufficient funds for such payments by the Legislature of the Commonwealth of Pennsylvania or federal grantor agency. Failure by the Legislature of the Commonwealth of Pennsylvania or federal grantor agency to appropriate funds shall relieve IU13 from the obligation to make such payments during the term of the non-appropriation.
3. This Agreement is 100% federally funded and the disbursement of funds is under CFDA #84.027 Individuals with Disabilities Education Improvement Act of 2004 - Part B for Support Services, P.L. 108-446.
4. SUBGRANTEE agrees to provide services ("Services") as described in the attached Exhibit A and incorporated as part of this Agreement.
5. For the services rendered and for actual costs incurred, subject to the approved and incorporated budget, the IU13 will reimburse the SUBGRANTEE an amount not to exceed \$50,000.

6. Compliance with Program Requirements, General Terms & Conditions, which are incorporated by reference, *Commonwealth of Pennsylvania Standard Terms and Conditions STD-274 (SAP)*, and any other Governmental Laws and Regulations applicable to the SUBGRANTEE'S performance of the services provided, shall be the sole obligation and responsibility of the SUBGRANTEE and shall no longer be the obligation and responsibility of the IU13. Furthermore, SUBGRANTEE agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws and regulations governing the services to be rendered pursuant to this Agreement. Additionally, SUBGRANTEE has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.
7. SUBGRANTEE is an independent contractor to the IU13. SUBGRANTEE and its employees are not agents or employees of IU13 and the SUBGRANTEE is not authorized to make any representations or incur any liabilities on behalf of IU13. It is hereby further understood and agreed that SUBGRANTEE, in performing this Agreement, is acting in the capacity of an independent contractor, and that SUBGRANTEE is not an agent, servant, partner, nor employee of IU13. SUBGRANTEE will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local income taxes, salary, Social Security payments, and any and all other payments incurred by SUBGRANTEE in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by IU13 to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from IU13 to SUBGRANTEE and/or any and all of SUBGRANTEE's agents, servants and employees. SUBGRANTEE has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of IU13 or to bind IU13 in any way whatsoever.
8. The SUBGRANTEE hereby agrees at all times to provide qualified personnel, properly licensed; with favorable clearances and background checks in compliance with all applicable laws and regulations, including, without limitation, the Commonwealth of Pennsylvania Department of Education's, Pennsylvania Department of Public Welfare's and Pennsylvania Public School Code's requirements, to perform all tasks as more fully set forth and described in Attachment 1 of this Agreement. SUBGRANTEE further warrants and represents that it is currently properly licensed or otherwise permitted to operate in the Commonwealth of Pennsylvania.
9. The SUBGRANTEE shall be solely responsible for the payment of wages, salaries, benefits, and other amounts due these personnel. Additionally, the SUBGRANTEE shall be solely responsible for all reports and obligations respecting its personnel relating to social security, income tax, and pension, unemployment withholding compensation, workers' compensation, and similar matters.
10. The furnishing of all personnel, facilities, materials and other business services needed to perform the Services within budget parameters, which is incorporated by reference, shall be the sole responsibility of the SUBGRANTEE. Furthermore, SUBGRANTEE shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work required by this Agreement at SUBGRANTEE's sole cost and expense.
11. The SUBGRANTEE agrees that any funds that may be received as a result of this Agreement are to be expended solely for the purposes set forth in the Agreement and that the Agreement may be canceled, in whole or in part, by the IU13 in the event that the funds are not utilized properly. Upon notice by the IU13 that the SUBGRANTEE has improperly spent Agreement funds, the SUBGRANTEE will return to the IU13 the amount of the improper expenditures within 60 days of the date of said notice from IU13.
12. **Examination of Records:** The SUBGRANTEE agrees to maintain books, records, documents and other evidence pertaining to the costs and expenses of this Agreement to the extent and in such detail as will properly reflect all net costs, or whatever nature for which reimbursements are claimed under the provisions of this Agreement. These records are subject to review by IU13 personnel or an independent auditor contracted by the IU13. The aforementioned records must be kept not less than seven years from the ending date of this Agreement.
13. **Assignment:** SUBGRANTEE shall not assign or subcontract its obligations under this agreement without the prior written consent of IU13, which consent may be withheld in the IU13's sole discretion. Any assignment of a subcontract not consented to by IU13 shall be void. Except as provided above, the SUBGRANTEE shall bind and benefit SUBGRANTEE and IU13 and their respective successors and permitted assigns.

14. **Department and IU13 Held Harmless:** The SUBGRANTEE agrees to indemnify, defend and save harmless the Commonwealth and IU13, its officers, directors, agents and employees: (a) from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, including attorneys' fees and expenses; and (b) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the SUBGRANTEE in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data. This Section 14 shall survive the expiration or termination of this Agreement.
15. **Material and Documents:** The SUBGRANTEE shall deliver to the IU13 background material prepared or obtained by the SUBGRANTEE incident to the performance of this Agreement. Material is defined as original workpapers, notes and drafts prepared by the SUBGRANTEE to support the data and conclusions in the final reports, and includes completed questionnaires, etc., and material in electronic data processing form, computer programs, other printed materials, pamphlets, maps, drawings and books acquired by the SUBGRANTEE during the term of the Agreement and directly related to the services being rendered. Any data, published documents, or copyright material generated in conjunction with this Agreement shall become the property of the Pennsylvania Department of Education.
16. **Governing Law:** Unless otherwise provided, the substantive law of the Commonwealth of Pennsylvania will govern this Agreement, its interpretation and performance, and the remedies for breach or any other claims related to this Agreement.
17. **Default and Termination:** If the SUBGRANTEE fails to perform the services within the time specified herein, or if the SUBGRANTEE fails to perform any of the other provisions of this Agreement, the IU13 has the right to terminate this Agreement after a review of such circumstances with the SUBGRANTEE. This Agreement may be canceled by either party upon thirty days written notice.
18. **Invoicing:** Invoices shall be paid for actual and necessary expenditures incurred. The IU13 reserves the right to withhold any or all payments when reported costs are questionable or when the SUBGRANTEE fails to comply with the terms of the Agreement. Reimbursement will be subject to "IU13 Reimbursement and Invoicing Procedures" available upon request.
19. **Reporting Requirements:** as requested.
20. **Reimbursement and Invoicing Procedures:** Upon receipt of fully executed Agreement:
 1. Invoices should be submitted regularly for actual and necessary expenses in accordance with the approved pass-thru budget, if one is attached. The invoices should be supported by general ledger printouts, timesheets, purchase orders, mileage reimbursement forms, etc. as appropriate to this agreement.
 2. Invoices must be emailed or mailed to the Business Office at:

Email Address: rpiscioneri@pattan.net

Mailing Address: Lancaster-Lebanon IU13
 Attn: Rocco A. Piscioneri
 6340 Flank Drive
 Harrisburg, Pa 17112-2764

21. Notices:

1. Any notices required or permitted to be given must be in writing and delivered in person, sent by certified or registered first class mail, return receipt requested, or express courier (such as FedEx or UPS), or via facsimile to the address set forth below (or to such other addresses as the parties may from time to time designate by notice to the other given pursuant to this Section 10), or via email to the email address set forth below. Such notices will not be effective until Receipt.

If to IU13: Lancaster-Lebanon IU13

1020 New Holland Ave
Lancaster, PA 17601
Attn: Rocco A. Piscione
Tel: 717-947-1014
Fax: 717-606-1992
Email:
rpiscione@pattan.net

**If to the
Subgrantee:**

Jersey Shore
Area SD
175 A & P Drive
Jersey Shore, PA 17740
Attn: Dr. Jill Wenrich
Tel: (570) 398-1568
Fax: (570) 398-5089
Email:
jwenrich@jsasd.org

2. For purpose of this Section 22, "Receipt" is defined as follows:
 - a. For hand delivery, the date the sending party delivers notice to the receiving party or its agent;
 - b. For facsimile, the date the sending party successfully faxes the notice to the receiving party and the sending party receives confirmation from its facsimile machine that the receiving party received the notice;
 - c. For United States Mail, the third day after the sending party sends the notice by certified or registered mail to the receiving party; and
 - d. For express courier, the date the express courier company delivers the notice to the receiving party or its agent.
 - e. For email, the date the sending party successfully emails the notice to the receiving party and the sending party does not receive notification that there was a delivery failure. For email correspondence, the subject line of the email must clearly identify this Agreement and the parties thereto.

23. Authority:

The person signing this Agreement on behalf of the SUBGRANTEE individually warrants that he or she has full legal power to execute this Agreement on behalf of the SUBGRANTEE, and to bind and obligate the SUBGRANTEE with respect to all provisions contained in this Agreement.

24. Policies:

SUBGRANTEE agrees that it shall follow all applicable IU13 policies pertaining to (i) student confidentiality, (ii) student welfare; (iii) use of electronic devices; (iv) unlawful harassment of students and employees; (v) civility; (vi) attire and appearance; (vii) drugs and alcohol; (viii) weapons; and (ix) health and safety in the workplace. IU13 agrees to provide all applicable policies to SUBGRANTEE upon request by SUBGRANTEE.

25. Miscellaneous:

All schedules, appendices, exhibits and attachments hereto are hereby incorporated herein by this reference and shall be deemed to be a part of this Agreement as if they physically appeared within it.

Intending to be legally bound, the authorized representatives of the parties execute this Agreement effective as of the date first set forth above.

SUBGRANTEE Jersey Shore Area School District

By: _____

Name: _____

Title: _____

Date: _____

LANCASTER-LEBANON INTERMEDIATE UNIT 13

By: Keith R. Earle

Name: Keith R Earle

Title: Program Director

Date: 5/18/16

EXHIBIT A

Letter of Agreement: C167-7043 for SSIP

JERSEY SHORE AREA SCHOOL DISTRICT has been selected, as a learning site, to partner with the Pennsylvania Department of Education, Bureau of Special Education (BSE) on a project to improve graduation rates of students with disabilities. Everything BSE learns as the result of this partnership will be shared with all other LEA's in the commonwealth in accordance with all federal and state reporting requirements.

LEAs partnering with BSE will:

- 1) Receive funds to develop and support a local improvement plan for the fiscal year starting July 1, 2016. A total not to exceed \$50,000 per year will be made available to each participating LEA and will be used to meet its specific needs as they relate to the project consistent with the LEA's improvement plan.
 - a. Examples of specific project needs may include, but are not limited to, salaries and benefits, contracted services, travel, resources, equipment and supplies.
 - b. Meals are covered in accordance with your district's policy.
- 2) Identify a core building team that is interdisciplinary in nature to conduct a needs assessment. The team will determine which coherent improvement strategies will help meet identified needs. Training and technical assistance will be available from PaTTAN to support schools throughout the process.
- 3) Receive ongoing high quality training and technical assistance related to the adoption and implementation of evidence-based practices, interdisciplinary collaboration, structures that facilitate sustainable models, data analysis, and program evaluation.
- 4) LEAs will be required to submit periodic data to BSE to be included in the State Performance Plan federal report.
- 5) Select an evidence based Early Warning System (e.g., the PDE Dashboard or the NDPC-SD Data Tools), if one is not in place, which will identify students with disabilities who are at risk of not graduating.

Billing:

- 1) Invoices are to be sent to PaTTAN on a regular basis (preferably monthly) and must include as backup a printout from the LEA's accounting system supporting the expenses claimed such as the "YTD Transaction Report – Flex Report" or similar document. Please fill in box below.
- 2) This fiscal year's funding will cover the period from July 1, 2016 to June 30, 2017. Expenses incurred outside of this period will not be paid by this grant.
- 3) The last invoice for the fiscal year must be received by PaTTAN no later than July 15, 2017. Invoices received after July 15, 2017 may be denied.

INVOICE

Letter of Agreement: C167-7043 for SSIP

JERSEY SHORE AREA SCHOOL DISTRICT

Directions: Please fill the boxes below with the actual expense amount and attach a detail printout from your general ledger (such as the "YTD Transaction Report – Flex Report" or similar document) substantiating the amount claimed. Email to PaTTAN.

Salary and Benefits Object Codes 100 & 200	Contracted Services Object Code 300	Travel (Staff & Non-Staff) Object Code 500	Supplies Object Code 600	Other	Total
Actual amount	Actual amount	Actual amount	Actual amount	Actual amount	Actual amount
\$	\$	\$	\$	\$	
Any combination of Object Codes listed above not to exceed the total of →					\$0.00

All use of funds are subject to approval.



Universal Community Behavioral Health

Letter of Agreement

In order to ensure cooperative efforts and to facilitate continuity of care when serving individuals assigned to the Jersey Shore Area School District and The Meadows Psychiatric Center ("The Meadows") agree to the following for the 2016-2017 school year:

1. To respond to requests for clinical information in a timely manner and in accordance with applicable law. Each agency will be responsible for obtaining appropriate Releases of Information. In accordance with appropriate Releases of Information or as otherwise permitted by applicable law, when requested, The Meadows will send Jersey Shore Area School District psychiatric information, relevant to each individual to whom they mutually provide services.
2. A designated professional from Jersey Shore Area School District agrees to collaborate with The Meadows for students who are receiving mental health and educational services.
3. All employees who have direct contact with children will maintain background clearances (Act 114, Act 151, and Act 34) current within 36 months, and be trained in child abuse recognition and reporting through an approved program every five years. Before hiring a new employee, The Meadows Psychiatric Center will verify employment history for Sexual Misconduct/Abuse Disclose through Act 168. The Meadows will notify the chief school administrator within 72 hours of an employee's arrest or conviction of an offense listed in Section 111(e). All records will be made available to Jersey Shore Area School District within 48 hours of the request.
4. This agreement assures that both agencies will abide by Federal and State standards regarding confidentiality of individual's information, as well as maintain the client's protected health information as required by law.
5. Jersey Shore Area School District agrees to pay The Meadows Psychiatric Center \$60 per day for educational services offered by a Pennsylvania Certified teacher, Monday through Friday.
6. This letter will remain in effect until either party requests termination by a written 30 day notice.

Kristi L. Godin
Director of Education
The Meadows Psychiatric Center

Ann Wayne
CEO/Managing Director
The Meadows Psychiatric Center

School District Representative

Title

Date

Date

Date

132 The Meadows Drive, Centre Hall, PA 16828 | ph 814.364.2161 / fax 814.364.9742 | www.themeadows.net

OUTPATIENT CLINICS - CENTRE COUNTY BELLEFONTE 814 353 3151 / CLINTON COUNTY MILL HALL 570 726 4306 / HUNTINGDON COUNTY HUNTINGDON 814 643 0309 / JUNIATA COUNTY MIFFLINTOWN 717 136 8482 / MIFFLIN COUNTY NEWSTOWN 717 248 8107 PARTIAL HOSPITALIZATION - CENTRE COUNTY BELLEFONTE 814 353 1487 / FRANKLIN COUNTY CHAMBERSBURG 717 263 8272 / CLINTON COUNTY MILL HALL 570 726 4316 / CLEARFIELD COUNTY PHILIPSBURG 814 342 8090 / YORK COUNTY YORK 717 757 4229 BELLEFONTE STARS ELEMENTARY PROGRAM - 814 357 2326 REACH BELLEFONTE M.S. PROGRAM - 814 355 5466 EXT 5706 FAMILY BASED MENTAL HEALTH - HUNTINGDON COUNTY 814 643 0309 / MIFFLIN JUNIATA COUNTY 717 243 9530 / CENTRE COUNTY 814 353 3151 CRISIS INTERVENTION - CLEARFIELD & JEFFERSON COUNTIES 800 341 5040 / CENTRE COUNTY CAN HELP 800 643 5432 / HUNTINGDON, MIFFLIN & JUNIATA COUNTIES 800 929 9583 / BEDFORD & SOMERSET COUNTIES 866 611 6467 BEHAVIORAL HEALTH REHABILITATION SERVICES - BEDFORD COUNTY 814 623 2220 / BLAIR COUNTY 814 936 9142 / CENTRE COUNTY 814 353 1491 / MIFFLIN JUNIATA COUNTIES 717 243 2285 / CLEARFIELD COUNTY 814 343 6640 / HUNTINGDON COUNTY 814 643 0309 / FRANKLIN COUNTY 717 262 2910 / NORTH HUNTERLAND COUNTY 570 286 8848 / CLINTON COUNTY 570 726 4592 BLENDED CARE MANAGEMENT - HUNTINGDON COUNTY 814 643 0309 PEER SUPPORT SERVICES - CENTRE COUNTY 814 353 3151 / CLINTON COUNTY MILL HALL 570 726 4506