Jersey Shore Area School District

Board of Education – Regular Meeting Minutes of February 13, 2017

A. Opening

1. Call to Order: Mrs. Kelley Wasson, President, called the meeting to order at 6:59 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, and Mrs. Kelley Wasson Others Present: Christopher Kenyon, Esq., Solicitor, Benjamin Enders, Board Secretary and Brandon Ranck, Student Representative

Members Absent: Dr. Jill Wenrich, Superintendent

3. Pledge of Allegiance: Led by Bailey Palmetier, Emma Silvis, Analee Tindell and Dominic Williams, students representing the Senior High Military Support Club.

B. Presentations

1. Communications: None

2. President's Report:

a. Student Discipline Hearings were held:

January 31, 2017	6:30 p.m.
January 31, 2017	8:00 p.m.
February 7, 2017	6:30 p.m.
February 7, 2017	7:15 p.m.
February 7, 2017	8:00 p.m.
February 7, 2017	8:45 p.m.

3. Student Representative Report:

- a. VEX Robotics team placed for the state championship.
- b. National TSA Advisor week this week, presentation at next Board meeting.
- c. PA Fish and Boat Commission presentation for High School Outdoor Club all interested students on boat safety and other violations.
- 4. Intermediate Unit Report: None
- 5. Superintendent's Report:
 - a. FBLA Presentation Dolly Oden and FBLA students
 - b. Year to Date Update Bill Budd, Nutrition, Inc.
 - c. Distinguished Schools Report Adrienne Johnston
 - d. Departmentalization Jon Jean

- e. Natatorium Update Mark Wall
- f. Mindset Steven Keen
- g. Source 4 Teachers Presentation Bruce Boncal
- h. Proposed 2017-2018 School Year Calendar Jill Wenrich

(Attachment) i. Policy Review, First Reading - Jill Wenrich (Attachments)

Policy 203.1 - HIV Infection

Policy 218.1 - Weapons

Policy 218.2 - Terroristic Threats

Policy 227 - Controlled Substances/Paraphernalia

Policy 252 - Dating Violence

Policy 709 - Building Security

Policy 906 - Public Complaints

C. Courtesy of the Floor:

John Shireman-JS Boro - commented on outsourcing for substitutes and the High School pool.

D. Personnel

1. Personnel Items:

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

- a. accepting a letter of resignation from Julia Welshans, Assistant Cook at Salladasburg Elementary School, effective January 25, 2017.
- b. the following stipends for 2016-17 and retroactive to 2015-16:

Energy Champ Heath Rager \$500 Energy Leader Michelle Moore \$400 Energy Leader Cindy Ferguson \$400 Energy Leader Holly Dittmar \$400

- c. use of a personal day on February 21, 2017 (scheduled Act 80 day) for Cindy Eaton, Salladasburg Elementary Fifth Grade Teacher.
- d. Ken Williamson as a Volunteer Varsity Baseball coach, effective February 14, 2017.
- e. appointing Jody Paulhamus to a part time Food Service position at Salladasburg Elementary School, at \$9.65 per hour effective February 14, 2017.
- f. the request for unpaid leave by employee #2016-17-09 based on the receipt of supplemental supporting information.
- g. a letter of resignation from Dennis Thompson, Maintenance Man, effective February 24, 2017.

The vote was a unanimous Yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

1. Finance Item:

Motion: A motion was made by Karen Stover and seconded by Craig Allen to approve the following Finance item as listed on the Agenda:

a. the IU17 2016-2017 IDEA Section 619, Pass through Funds, Use of Funds agreement. (Attachment)

The vote was a unanimous Yes. Motion carried

H. Miscellaneous

1. Miscellaneous Items:

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

- a. the transportation contract between JSASD and County of Clinton, term of the contract is January 1, 2017 through June 30, 2017. (Attachment)
- b. a petition for a new High School club:

(Attachment)

Music Club

- Advisors: Andrea Campbell and Jonathan Palumbo

The vote was a unanimous Yes. Motion carried.

I. Executive Session: None

J. Adjournment

Motion: A motion was made by Karen Stover and seconded by Merrill Sweitzer to adjourn the February 13, 2017 Regular Board Meeting at 8:31 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Benjamin J. Enders Board Secretary

		Conferences Attendees	
Date	Name of Conference	Conference Facility	Conference Location
1/4/20107		CTE-LeClerc Foods	Montgomery, PA
1/6/2017	Lycoming County Youth Task Force	Sharwell Building	Williamsport, PA
	Quality Behavior Solutions-Safety Care		
1/13/2017	Specialist Recertification	BLaST IU 17	Williamsport, PA
1/19/2017	Suicide Prevention Coalition		Williamsport, PA
1/31/2017	Visit to Jefferson Middle School	Jefferson Middle School	Mt. Lebanon School District
2/26/2017	PASAP-PAMLE 2017 Conference	Penn State University	State College, PA
	2017 Columbia Scholastic Press		
3/15-17/2017	Conference	Columbia University	New York, NY
		David Lawrence Convention	
3/22-23/2017	PASBO Annual Conference	Center	Pittsburgh, PA
4/19-22/2017	PMEA 2017 Annual Conference	Bayfront Convention Center	Erie, PA

Attendees
Rogers
Laird
Aungst/Machmer
Laird
Milarch/Vierra/Jwelsh/Zeruth
Morlock
Kirol
Erlandson/Robinson
Ortbal/Lahr

Field Trip List

Date	Student Group	Destination Facility	Destination Location	Chaperones
1/26/2017	HS - Human Services Classes - Gr. 9	New Love Center	Jersey Shore, PA	Laird
1/27/2017	MS - Gr. 6-8	Roxy Theatre	Lock Haven, PA	All Middle School Teachers and staff
1/27/2017	HS - Band, Gr. 12	Loyalsock Township HS	Williamsport, PA	Lahr
2/7/2017	HS - Life Skills	Community Arts Center	Williamsport, PA	Machmer/Haltenhoff/Killion
71/2017	MS - Life Skills	Community Arts Center	Williamsport, PA	Enders/Welshans/Stamm/Davis
				Galer/SarahSmith/Reeder/Bechdel/Dinges/Klugh/M bore/Hubhard/Chamero/Hafflev/Bower/Inhnson/H
2/8/2017	MS - Gr. 8	JS High School	Jersy Shore, PA	astings
2/8/2017	HS - Band, Gr. 10-12	Danville High School	Danville, PA	Lahr
2/16/2017	SH - VEX Gr. 9-12	Penn College of Technology	Williamsport, PA	Baker
2/16/2017	JSE - Gr. 5	Penn College of Technology	Williamsport, PA	Kephart/Sara Smith/Dkillion/Fausnaught/Ely/5 TBD
2/22-25/2017	HS - Choir, Gr. 12	Hughesville Area High School	Hughesville, PA	Ortbal
3/2/2017	MS - Chorus Gr. 7-8	Mansfield University	Mansfield, PA	Bowers/ 1 TBD
3/8/2017	MS - Science Olympiad - Gr. 6-8	PSU	Wilkes Barre, PA	Silvis/Wferguson/Jchamego
3/9/2017	MS - Gr. 8	Penn College of Technology	Williamsport, PA	Moore/ 2 TBD
		Lyco Cty Landfill, Wegman's and		
3/30/2017	HS - Life Skills, Gr. 9-12	Restaurant TBD	Williamsport, PA	Machmer/Haltenhoff/Killion
		Hershey Lodge & Convention		Oden/Griswold/Jeff Miller/W Ferguson/Sarah
4/2-5/2017	HS - FBLA Gr. 9-12	Center	Hershey, PA	Smith/Wasson/C Ferguson
				Wheeler/Koon/Englert/Woleslagle/Stiffler/Hershber
4/28/2017	JSAE - LSS, Gr. K-5	LHU East Campus	Lock Haven, PA	ger/Weymouth
5/12/2017	HS - Spanish Program, Gr. 12	Penn State University	State College, PA	Maxson
5/18/2017	HS - Social Studies - Gr. 9-12	Penn College of Technology	Williamsport, PA	Jsmith/Harvey
5/22/2017	HS - Life Skills, Gr. 9-12	Antes Creek Fishing Club	Jersey Shore, PA	Machmer/Haltenhoff/Killion
		Penn State University and State		
5/31/2017	HS - Life Skills, Gr. 9-12	College Area	State College, PA	Machmer/Haltenhoff/Killion



33 Springbrook Drive Canton, PA 17724 Phone 570-673-6001 Fax 570-673-6007

IDEA-Section 619
Pass Through Funds
Use of Funds Agreement
2016-2017

Sub-grant agreement for Implementation of Individuals with Disabilities Act – Section 619, State EI by and between *BlaST IU 17* (hereinafter called "IU") and Jersey Shore Area SD (hereinafter called "LEA") enter into for the project period July 1, 2016 through June 30, 2017.

The LEA hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA Section 619; program guides issued by USDE; guidelines and directives issued by the Pennsylvania Departments of Education and Public Welfare, Office of Child Development and Early Learning (OCDEL); the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards, as outlined in the IDEA Section 619 Contract and Contract between BLaST Intermediate Unit # 17 and the Pennsylvania Departments of Education and Public Welfare, OCDEL.
- B. Funds must be used to provide special education and related services to five year old children with disabilities enrolled in kindergarten.
- C. The LEA will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents. Allowable costs as outlined in attachment A. Those records are to be available for inspection by a representative and/or auditor of the IU or Pennsylvania Departments of Education and Public Welfare, OCDEL, if needed.
- - a. Allocation: \$6745 Project Name: IDEA 619 Pass Through

The IU agrees to cooperate with the LEA in resolving any proposed disallowances the auditors of the LEA recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities. The Intermediate Unit shall not be held liable by the LEA for such disallowed costs.

Payments will be contingent upon receipt of funds from the Pennsylvania Departments of Education and Public Welfare, OCDEL.

BLaST IU 17 Representative

Date

Date

Allowable costs for State EI can include, but may not be limited to:

- Salaries for the following positions as related to kindergarten expenses:
 - o Teachers
 - Teacher Aides/Assistants
 - o Paraprofessionals
 - o Substitutes
 - Audiologists, Psychologists, Speech/Language Pathologists, Nursing Services (if the school district is the payor of last resort), OT, PT, Personal Care
 - o Assistants, Physician Services, Psychiatry, Social Work, Vision Services
- Benefits for salaried positions as related to kindergarten expenses including:
 - o FICA. Please ensure a rate of 3.825% is used OR an explanation is provided why that rate was not used.
 - o Employer contribution rate. Ensure the rate used doesn't exceed 6.18% of salaries.
 - o Unemployment Compensation
 - o Workman's Compensation
 - o Group Insurance
 - o Other benefits required through a collective bargaining agreement
- As related to Kindergarten expenses:
 - o Contracts for technical services supporting the instructional program
 - o Rentals for instructional, assessment, therapy services
 - o Equipment leases that support State El personnel
 - o Maintenance (charged as a pro-rated share of all funding)
 - Operational costs such as communications (e.g. telephone, printing and binding, and postage), utilities etc. that support State EI personnel
 - o Advertising
 - o Field Trips
 - o Staff travel costs for service delivery for staff charged to the State El budget
 - o Audit Costs (charged as a pro-rated share of all funding)
 - Supplies, books and other pertinent reference materials
 - o Equipment
 - o Dues and Fees for organizational memberships
 - o Indirect Costs not to exceed the school district's approved rate

The following costs are not allowable for State EI:

- Any expenditure made before the beginning of the grant period or after the end of the grant period
- School transportation (except for field trips)
- Administrators
- Construction
- Business Office costs
- Dues and fees for individual memberships
- Travel costs EXCEPT for State El paid staff or attendance at State El paid activities
- Any costs in excess of the school district's allocation

Pet	ion o New Clib/By-Laws-JourA
Date:	2/3/17- Music Club
Club Name:	Music Club
To Co	Purpose and Goals: Stand up against believe problem in social. Ave a group of discree students feel accepted. The extermination of violence at this echool how that the Ask do matter.
Grades on s	lity Requirements (if any): 10 of 70% or huber. Students must be ISS fore depending the trans. Students have to be willow to Fundaire for
	ntended Affiliation (if any): Mone
Signatures: (5 student signatures required)	Student Planch. Mario (Student Down & Reit? Student Irra Mill Student Madely Language Student Skild Feerror Advisor Andra Campines Principal Ballo Feerror



Book

Board Policy Manual

Section

200 Pupils

Title

HIV Infection

Number

203.1

Status

Legal

1. 35 P.S. 7603

2. Pol. 203

3. Pol. 204

4. Pol. 248

5. 24 P.S. 1327

6. Pol. 103

7. Pol. 103.1

8. 35 P.S. 7607

9. 24 P.S. 1329

10. 22 PA Code 11.25

11. Pol. 117

12. Pol. 124

13. 24 P.S. 1330

14. 24 P.S. 1409

15. 22 PA Code 4.29

16. 22 PA Code 4.4

17. Pol. 105.1

18. Pol. 105.2

24 P.S. 1301

35 P.S. 7601 et seq

<u>Purpose</u>

The Board is committed to providing a safe, healthy environment for its students and employees. The purpose of this policy shall be to safeguard the health and well-being of students and staff while protecting the rights of the individual.

This policy is based on current evidence that HIV **Infection** is not normally transmissible by infected individuals within the school setting, except as noted in this policy.

Definitions

AIDS - Acquired Immune Deficiency Syndrome.[1]

HIV Infection - refers to the disease caused by the HI∀ or human immunodeficiency virus.

Infected students - refers to students diagnosed as having HIV **Infection**, including those who are asymptomatic.

Authority

This policy shall apply to all students in all programs conducted by the school district.

The Board directs that the established **Board policies and administrative regulations governing attendance and school rules** relative to illnesses and other diseases among students shall also apply to infected students.[2][3]

The Board shall not require routine screening tests for HIV Infection in the school setting, nor will such tests be a condition for school attendance.

Delegation of Responsibility

The Superintendent or designee shall be responsible for **developing** and releasing information concerning **HIV Infection**.

All district employees shall strive to maintain a respectful school climate and to prohibit physical or verbal harassment of any individual or group, including infected students.[4]

Building **principals** shall notify students, parents/guardians and employees about current Board policies concerning HIV Infection and shall provide reasonable opportunities to discuss the policy and related concerns.

<u>Guidelines</u>

Attendance

Infected students have the same right to attend school and receive services as other students and shall be subject to the same policies and **administrative regulations**. HIV Infection shall not factor into decisions concerning **educational programs**, privileges or participation in any school-sponsored activity.[5][6][7]

School authorities shall determine the educational placement of infected students on a case-by-case basis by following **Board** policies and **administrative regulations** established for students with chronic health problems and students with disabilities.

When an infected student's parents/guardians voluntarily disclose information regarding the student's condition, the district employee who receives the information shall obtain the written consent of the parents/guardians to disclose the information to members of the Screening Team.[8]

A Screening Team comprised of the Superintendent or designee, building principal, school nurse, district physician, student's parent/guardian, and attending physician shall evaluate the infected student's educational placement. Placement decisions shall be based on the student's need for accommodations or services.

First consideration must be given to maintaining the infected student in a regular assignment. Any decision for an alternative placement must be supported by specific facts and data.

An infected student who is unable to attend school, as determined by a medical examination, shall be considered for homebound instruction or an alternative placement.[9][10][11][12]

An infected student may be excused from school attendance if the parent/guardian seeks such excusal based on the advice of medical or psychological experts treating the student.[9][13][3]

An infected student's placement shall be reassessed if there is a change in the student's need for accommodations or services.

Confidentiality

District employees who have knowledge of an infected student's condition shall not disclose any information without prior written consent of the student's parents/guardians, consistent with the requirements of the Pennsylvania Confidentiality of HIV-Related Information Act.[8]

All health records, notes and other documents referring to an infected student's condition shall be secured and kept confidential.[14][8]

Infection Control

All employees shall be required to consistently follow infection control/universal precautions in all settings and at all times, including playgrounds and school buses. Employees shall notify the school nurse of all incidents of exposure to bodily fluids and when a student's health condition or behavior presents a reasonable risk of transmitting an infection.

The school district shall maintain reasonably accessible equipment and supplies necessary for infection control.

Staff Development

The district shall provide opportunities for employees to participate in inservice education on HIV Infection.

Designated district employees may receive additional, specialized training appropriate to their positions and responsibilities.

Prevention Education

The goals of HIV **Infection** prevention education shall be to promote healthy living and discourage the behaviors that put people at risk of acquiring HIV Infection. Prevention education shall be taught at every level **as part of the curriculum**, be appropriate to students' developmental maturity, and include accurate information about reducing the risk of HIV Infection.[15]

Prior to HIV **Infection** instruction **in the schools**, the district shall inform parents/guardians that curriculum outlines and materials used in the instruction shall be available for review.[16][15][17]

A student shall be excused from HIV **Infection** education when the instruction conflicts with the religious beliefs or principles of the student or parents/guardians, upon the written request of the parents/guardians.[16][15][18]

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Last Modified by Pamela M Copenhaver on January 26, 2017



Book

Board Policy Manual

Section

200 Pupils

Title

Weapons

Number

218.1

Status

Legal

1. 24 P.S. 1301-A

2. 24 P.S. 1317.2

3. Pol. 218

4. Pol. 233

5. 22 PA Code 10.23

6. 20 U.S.C. 1400 et seq

7. Pol. 103.1

8. Pol. 113.1

9. Pol. 113.2

10. Pol. 805.1

11. 24 P.S. 1302.1-A

12. Pol. 805

13. 24 P.S. 1303-A

14. 22 PA Code 10.2

15. 22 PA Code 10.21

16. 22 PA Code 10.25

17. 18 U.S.C. 921

18. 18 U.S.C. 922

22 PA Code 403.1

18 Pa. C.S.A. 912

20 U.S.C. 7114

20 U.S.C. 7151

34 CFR Part 300

<u>Purpose</u>

The Board recognizes the importance of a safe school environment relative to the educational process. Possession of weapons in the school setting is a threat to the safety of students and staff and is prohibited by law.

Definitions

Weapon - the term shall include but not be limited to any knife, cutting instrument, cutting tool, nunchaku, firearm, shotgun, rifle, replica of a weapon, and any other tool, instrument or implement capable of inflicting serious bodily injury.[1][2]

Possession - a student is in possession of a weapon when the weapon is found on the person of the student; in the student's locker; and under the student's control while on school property, on property being used by the school, at any school function or activity, at any school event held away from the school, or while the student is coming to or from school.

Authority

The Board prohibits students from possessing and bringing weapons and replicas of weapons into any school district buildings, onto school property, to any school-sponsored activity, and onto any public vehicle providing transportation to school or a school-sponsored activity or while the student is coming to or from school.[2][3]

The **Board** shall expel for a period of not less than one (1) year any student who violates this weapons policy. Such expulsion shall be given in conformance with formal due process proceedings required by law **and Board policy**. The Superintendent may recommend modifications of such expulsion requirement on a case-by-case basis.[2][4]

In the case of a student with a disability, including a student for whom an evaluation is pending (upon receipt of parent signed permission to evaluate), the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. [2][5][6][7][8][9][10]

Delegation of Responsibility

The Superintendent or designee shall react promptly to information and knowledge concerning possession of a weapon. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with local law enforcement officials and the district's emergency preparedness plan.[11] [12][10]

Guidelines

The Superintendent or designee shall immediately report incidents involving weapons on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the m@morandum of understanding with local law enforcement and Board policies.[11][13][2][14][15][10]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving weapons as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[14][16][10]

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In accordance with state law, the Superintendent shall annually, by July 31, report all incidents involving possession of a weapon to the Office for Safe Schools on the required form.[13][10]

The building principal shall annually inform staff, students and parents/guardians about the Board policy prohibiting weapons and about their personal responsibility for the health, safety and welfare of the school community.

An exception to this policy may be made by the Superintendent, who shall prescribe special conditions or **administrative regulations** to be followed.[2]

In accordance with federal law, possession or discharge of a firearm in, on, or within 1,000 feet of school grounds is prohibited. Violations shall be reported to the appropriate law enforcement agency.[17][18]

Transfer Students

When the school district receives a student who transfers from a public or private school during an expulsion period for an offense involving a weapon, the district may assign that student to an alternative assignment or may provide alternative education, provided the assignment does not exceed the expulsion period.[2]

Last Modified by Pamela M Copenhaver on February 1, 2017

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Book

Board Policy Manual

Section

200 Pupils

Title

Terroristic Threats

Number

218.2

Status

Legal

1. 18 Pa. C.S.A. 2706

2. 22 PA Code 10.23

3. 20 U.S.C. 1400 et seq

4. Pol. 103.1

5. Pol. 113.1

6. Pol. 113.2

7. Pol. 805.1

8. 24 P.S. 1302.1-A

9. Pol. 805

10. 22 PA Code 12.2

11. 24 P.S. 1303-A

12. 22 PA Code 10.2

13. 22 PA Code 10.22

14. 22 PA Code 11.25

34 CFR Part 300

Pol. 233

Purpose

The Board recognizes the danger that terroristic threats by students present to the safety and welfare of district students, staff and community. The Board acknowledges the need for an immediate and effective response to a situation involving such a threat.

Definitions

Communicate - shall mean to convey in person or by written or electronic means, including telephone, electronic mail, Internet, facsimile, telex and similar transmissions.[1]

Terroristic threat - shall mean a threat communicated either directly or indirectly to commit any crime of violence with the intent to terrorize another; to cause evacuation of a building, place of assembly or facility of public transportation; or to otherwise cause serious public

inconvenience, or cause terror or **serious public** inconvenience **with** reckless disregard of the risk of causing such terror or inconvenience.[1]

Authority

The Board prohibits any district student from communicating terroristic threats directed at any student, employee, Board member, community member or property owned, leased or being used by the district.

In the case of a student with a disability, including a student for whom an evaluation is pending (upon receipt of parent signed permission to evaluate), the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. [2][3][4][5][6][7]

If a student is expelled for making terroristic threats, the Board may require, prior to readmission, that the student provide competent and credible evidence that the student does not pose a risk of harm to others.

Delegation of Responsibility

The Superintendent or designee shall react promptly to information and knowledge concerning a possible or actual terroristic threat. Such action shall be in compliance with state law and regulations and with the procedures set forth in the memorandum of understanding with local law enforcement officials and the district's emergency preparedness plan.[8][9][7]

Guidelines

Staff members and students shall be **made aware of their** responsibility for informing the building principal regarding any information or knowledge relevant to a possible or actual terroristic threat.[10]

The building principal shall immediately inform the Superintendent after receiving a report of such a threat.

The Superintendent or designee may report incidents involving terroristic threats on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[8][11][12][13][7]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving a terroristic threat as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[12][14][7]

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of terroristic threats to the Office for Safe Schools on the required form.[11][7]

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Last Modified by Pamela M Copenhaver on February 1, 2017



Book Board Policy Manual

Section 200 Pupils

Title Controlled Substances/Paraphernalia

Number 227

Status

I of 5

Legal

1. 35 P.S. 780-102

2. 21 U.S.C. 812

3. Pol. 210

4. Pol. 210.1

5. 24 P.S. 510

6. 24 P.S. 511

7. 22 PA Code 12.3

8. 22 PA Code 10.23

9. 20 U.S.C. 1400 et seq

10. Pol. 103.1

11. Pol. 113.1

12. Pol. 113.2

13. Pol. 805.1

14. Pol. 218

15. Pol. 122

16. Pol. 123

17. 24 P.S. 1302.1-A

18. 24 P.S. 1303-A

19. 42 Pa. C.S.A. 8337

20. Pol. 233

21. 22 PA Code 10.2

22. 22 PA Code 10.21

23. 22 PA Code 10.22

24. 22 PA Code 10.25

25. 35 P.S. 807.1

26. 35 P.S. 807.2

22 PA Code 403.1

35 P.S. 780-101 et seg

35 P.S. 807.1 et seq

20 U.S.C. 7114

20 U.S.C. 7161

21 U.S.C. 801 et seg

34 CFR Part 300

Pol. 805

Purpose

The Board recognizes that the abuse of controlled substances is a serious problem with legal, physical and social implications for the whole school community. As an educational institution, the

schools shall strive to prevent abuse of controlled substances.

Definitions

For purposes of this policy, controlled substances shall include all:[1][2]

- 1. Controlled substances prohibited by federal and state laws.
- Look-alike drugs.
- 3. Alcoholic beverages.
- 4. Anabolic steroids.
- 5. Drug paraphernalia.
- 6. Any volatile solvents or inhalants, such as but not limited to glue and aerosol products.
- 7. Substances that when ingested cause a physiological effect that is similar to the effect of a controlled substance as defined by state or federal laws.
- 8. Prescription or **nonprescription (over-the-counter) medications**, except those for which permission for use in school has been granted pursuant to Board policy.[3][4]

For purposes of this policy, **under the influence** shall include any consumption or ingestion of controlled substances by a student.

For purposes of this policy, look-alike drug shall include any pill, capsule, tablet, powder, plant matter or other item or substance that is designed or intended to resemble a controlled substance prohibited by this policy, or is used in a manner likely to induce others to believe the material is a controlled substance.

Distributing - deliver, sell, pass, share, or give any controlled substance, as defined by this policy, from one person to another or to aid therein.

Possession - possess or hold without any attempt to distribute any controlled substance determined to be illegal or as defined in this policy.

Authority

Through the use of an up-to-date curriculum, classroom activities, community support and resources, a strong and consistent administrative and faculty effort, and rehabilitative and disciplinary procedures, the Board will work to educate, prevent, and intervene in the use and abuse of all controlled substances by the entire student population.

The Board prohibits students from using, possessing, distributing, and being under the influence of any controlled substances during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and to and from school-sponsored activities.[51[6][7]

The Board may require participation in drug counseling, rehabilitation, testing or other programs as a condition of reinstatement into the school's educational, extracurricular or athletic programs resulting from violations of this policy.

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In the case of a student with a disability, including a student for whom an evaluation is pending (upon receipt of parent signed permission to evaluate), the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[8][9][10][11][12][13]

Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property and would **otherwise** violate the Code of Student Conduct if **any of the following circumstances exist:**[14]

- 1. The conduct occurs during the time the student is traveling to and from school or traveling to and from school-sponsored activities, whether or not via school district furnished transportation.
- 2. The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.[15][16]
- 3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.
- 4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, for example, a transaction conducted outside of school pursuant to an agreement made in school, that would violate the Code of Student Conduct if conducted in school.
- 5. The conduct involves the theft or vandalism of school property.
- 6. There is **otherwise** a **nexus** between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities.
- 7. The use or possession of controlled substances/paraphernalia results in the issuance of a citation or an arrest.

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to identify and control substance abuse in the schools which:

- Establish procedures to appropriately manage situations involving students suspected of using, possessing, being under the influence, or distributing controlled substances. [17][18][19]
- 2. Disseminate to students, parents/guardians and staff the Board policy **and administrative regulations** governing student use of controlled substances.
- 3. Provide education concerning the dangers of abusing controlled substances.
- 4. Establish procedures for education and readmission to school of students convicted of offenses involving controlled substances.

Guidelines

Violations of this policy may result in disciplinary action up to and including expulsion and referral

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for prosecution.[14][20]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents involving possession, use or sale of controlled substances on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. [17][18][21][22] [23][13]

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving possession, use or sale of controlled substances as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[21][24][13]

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of possession, use or sale of controlled substances to the Office for Safe Schools.[18][13]

In all cases involving students and controlled substances, the need to protect the school community from undue harm and exposure to drugs shall be recognized.

No student may be admitted to a program that seeks to identify and rehabilitate the potential abuser without the intelligent, voluntary and aware consent of the student and parent/guardian.

Anabolic Steroids

The Board prohibits the use of anabolic steroids by students involved in school-related athletics, except for a valid medical purpose. Body building and muscle enhancement, increasing muscle bulk or strength, or the enhancement of athletic ability are not valid medical purposes. Human Growth Hormone (HGH) shall not be included as an anabolic steroid. [25]

Students shall be made aware of the dangers of steroid use; that anabolic steroids are classified as controlled substances; and that their use, unauthorized possession, purchase, or sale could subject students to suspension, expulsion and/or criminal prosecution.[26][20]

Reasonable Suspicion/Testing

If based on the student's behavior, medical symptoms, vital signs or other observable factors, the building principal has reasonable suspicion that the student is under the influence of a controlled substance, the student may be required to submit to drug or alcohol testing. The testing may include but is not limited to the analysis of blood, urine, saliva, or the administration of a Breathalyzer test.

Last Modified by Pamela M Copenhaver on February 1, 2017

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Book

Board Policy Manual

Section

700 Property

Title

Building Security

Number

709

Status

Legal

24 P.S. 510

Pol. 705

Pol. 907

Purpose

The Board recognizes the need to maintain security of school facilities for reasons of safety, vandalism and theft.

Delegation of Responsibility

Toward this end, a program of building security shall be administered by the Superintendent or designee, with the cooperation of building principals. The need for access shall be the underlying principle in determining who will have keys to school properties.

The Superintendent or designee shall determine who is entitled to authorized access to district building(s) and who may have after hours access to district facilities.

Guidelines

After the start of the school day, public access to the building shall be limited to one entrance. All entrances shall be locked.

Access to school buildings and grounds shall be established in accordance with the following guidelines:

Unlimited District Access

- 1. Superintendent/Assistant Superintendent.
- 2. Board Secretary/Business Manager.
- 3. Director of Maintenance/Buildings and Grounds.
- 4. Principals/Assistant Principals

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- 5. Maintenance Staff
- 6. Technology Department Staff (Full-Time Employees)
- 7. School Resource Officer (SRO)

Unlimited Building Access

- 1. Custodians
- 2. Main Office Secretaries
- 3. Nurse

Limited Building Access

- 1. Teachers
- 2. Instructional Aides
- 3. Cafeteria Staff
- 4. Paid Coaches
- 5. Athletic Director
- 6. School Security Captain
- 7. Latchkey Staff

A log of employees with access codes and building keys shall be maintained in the office of the Superintendent or a designee.

A set of master and/or duplicate keys shall be kept in the custody of the Superintendent or designee and maintained in a safe and secured location.

After hours entry to school buildings shall be controlled by the school security officer/custodian on duty.

Entry to a school building shall be prohibited when a person authorized as a district representative (paid district employee) for the building is not present.

Last Modified by Pamela M Copenhaver on February 2, 2017

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Book

Board Policy Manual

Section

900 Community

Title

Public Complaints

Number

906

Status

Legal

1. 20 U.S.C. 7844

Adopted

November 21, 1983

Last Revised

January 25, 2016

<u>Purpose</u>

The Board welcomes inquiries, suggestions, and constructive criticism regarding the district's programs, personnel, operations and facilities. Any parent/guardian, student, resident or community group shall have the right to present a request, suggestion or complaint. The Board intends to provide a fair and impartial method for seeking appropriate resolution.

<u>Authority</u>

Attempts to resolve public concerns and complaints of district residents shall begin with informal, direct discussions among the affected parties, following the established guidelines and district organizational structure. Only when informal meetings fail to resolve the issue shall more formal procedures be utilized.

In accordance with law, the Board shall adopt a written procedure that provides parents/guardians, public agencies, other individuals, and organizations a means to submit and resolve complaints alleging violations in the administration of educational programs under the No Child Left Behind Every Student Succeeds Act. The complaint procedure shall be available to the public, a copy maintained in each school, and be distributed annually to parents/guardians and staff.[1]

Any requests, suggestions or complaints directed to individual Board members and/or the Board shall be referred to the Superintendent for consideration and action. If further action is warranted, based on the initial investigation, such action shall be in accordance with the following procedures.

Guidelines

General Complaint Procedure

General complaints about Board policy and district procedures, programs, operations, facilities and personnel shall be processed in accordance with the following procedure.

First Level - Complaints and requests shall be addressed initially to the concerned employee, who

shall discuss it with the complainant and attempt to provide a reasonable explanation or take appropriate action within the employee's authority.

As appropriate, the staff member shall report the matter and the resolution to the building principal or immediate supervisor.

Second Level - If the issue cannot be resolved satisfactorily at the first level, it shall be discussed by the complainant with the building principal or the employee's immediate supervisor.

Third Level - If a satisfactory solution is not achieved by discussion with the building principal or immediate supervisor, a conference shall be scheduled with the Superintendent or designee. The principal or supervisor shall provide to the Superintendent or designee a report that includes the specific nature of the complaint, brief statement of relevant facts, how the complainant has been affected adversely, the action requested, and the reasons why such action should be taken or not taken.

Fourth Level - Should the matter not be resolved by the Superintendent or designee or is beyond his/her authority and requires Board action, the Superintendent or designee shall provide the Board with a complete report.

Final Level - After reviewing all information relative to the complaint, the Board shall provide the complainant with its written decision and may grant a hearing before the Board or a committee of the Board.

The complainant shall be advised of the Board's decision, in writing, no more than ten (10) days following the hearing.

NCLB ESSA Complaint Procedure

Complaints alleging violations of law in the district's administration of NCLB ESSA education programs shall be processed in accordance with the following procedure.[1]

The complaint must be filed with the district as a written, signed statement that identifies:

- 1. Alleged NCLB ESSA violation.
- 2. Facts supporting the alleged violation.
- 3. Supporting documentation, such as information on discussions, correspondence or meetings with the district regarding the complaint.

Complaints shall be referred to the Federal Programs Coordinator, who will notify the Superintendent or designee.

The Federal Programs Coordinator will conduct an independent investigation, which could include but not be limited to:

- 1. On-site visit to the building that is the subject of the complaint.
- 2. Opportunity to present evidence by all individuals and/or organizations involved.
- 3. Opportunity for each side to question parties of other side and witnesses.

When the investigation is completed, the Federal Programs Coordinator will prepare a report with a

recommendation for resolving the complaint. The report will include:

- 1. Name of the individual or organization filing the complaint.
- 2. Nature of the complaint.
- 3. Summary of the investigation.
- 4. Recommended resolution.
- 5. Reasons for the recommended resolution.

The Federal Programs Coordinator will submit the report to the Superintendent or designee, who will determine whether further investigation is required and/or the district's final response.

All parties involved in the complaint will be notified of the resolution of the complaint by the Superintendent or designee.

The Federal Programs Coordinator will ensure that the resolution of the complaint is implemented.

The time period between receipt and resolution of a complaint will not exceed sixty (60) calendar days, unless circumstances require additional time.

Either party may appeal the final resolution to the Pennsylvania Department of Education.

Division of Federal Programs PA Department of Education 333 Market Street Harrisburg, PA 17126-0333

Last Modified by Pamela M Copenhaver on February 1, 2017

CONTRACT FOR JERSEY SHORE AREA SCHOOL DISTRICT

THIS CONTRACT is entered into by the County of Clinton and the Provider, Jersey Shore Area School District.

WHEREAS the County has the authority to enter into contracts for the purchase of service by reason of Article XVIII, specifically Sections 1801 through 1807 of the Act of August 9, 1955, Public Law 323, Number 130, known as the County Code, as amended.

NOW THEREFORE the County has the authority and the right to enter into Contracts for the provision of services and wishes to do so.

The County and the Provider, in consideration of that promises set forth in this Contract, each intending to be legally bound, hereby agree that:

- 1. Term: The term of this Contract shall be from January 1, 2017 to June 30, 2017.
- 2. Responsibilities/Services: The County hereby engages Provider in assisting in the development and coordination of transportation procedures for all children in the legal and physical custody of Clinton County Children and Youth to and from school, when a best determination indicates that the student should remain in the school of origin, as set forth in the Memorandum of Understanding between Provider and County.
- 3. Payment Processing/Rate of Pay: Payment to the Provider shall be in accordance with the Collaborative Transportation Plan. The payment to the Provider by the County shall be made following the Provider's submission of a detailed statement to the Fiscal Office of Clinton County Children & Youth on a MONTHLY or QUARTERLY basis. If a quarterly basis is preferred, the statement date shall end on March 31, June 30, September 30, and December 31.

Provider's costs shall be in accordance with the Jersey Shore Area School District bus transportation rate. The present rates are: \$2.25 per mile, \$11.99 per hour for layover and a minimum of \$68.57 for any bus run. If the rates are re-determined at any time during the fiscal year due to reasonable circumstances, the rates will change in accordance with the newly determined charges. If an impasse should occur the rates will be calculated in accordance with Title 22 PA Code Chapter 23 et seq.

- 4. Excuse for Delay: Neither the County nor the Provider shall be held responsible for any delay or failure to perform, when that delay or failure is due to causes beyond the control of that party: such as fires, floods, unusually severe weather, and other casualties, epidemics, strikes, acts of God, delays or defaults by public carriers, which cannot reasonably be forecast or provided against.
- 5. Confidentiality: The Provider and the County, their agents and employees shall perform their respective obligations under this Agreement in such a manner as to insure that records, names and identities of persons transported, including all persons formerly transported, shall remain confidential, except as disclosure is permitted by law.

6. Termination:

- a) For Convenience. The County may terminate this Contract for its convenience at any time upon written notice to Provider.
- b) For Cause. If the County fails to remit compensation due Provider within ten (10) days of written notice of failure to pay. Provider may terminate this Contract upon written notice to County.
- c) Rights upon Termination. Upon termination of this Contract the County shall continue to be obligated to remit payment to Provider for all Services provided up through the date of termination. Thereafter, the Provider shall have no further right to compensation.
- 7. This Contract constitutes the entire agreement between the County and the Provider. It may be amended only in writing, duly authorized and executed, and attached to this original contract.

IN WITNESS WHEREOF, the County and Provider have caused this Contract to be executed effective January 1, 2017.

PROVIDER: JERSEY SHORE AREA SCHOOL DISTRICT	CLINTON COUNTY:	
Signature	Robert B. (Pete) Smeltz Jr., Chairman	1/26/2017 an Date
Print Name & Title Signature	Jehry (K. Snyder, Vice Chairman Paul W. Conklin, Commissioner	1 26/2017 Date 1-26-17 Date
Print Name & Title		
Date	ATTEST:	
	Jann R. Meyers, Chief Clerk	/-26-/7 Date



Jersey Shore Area School District SCHOOL CALENDAR

2017-2018

Proposed 02.01.17

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	Δ	ιUGI			August 18 47.	T
N		ΓΥ		ΓĒ	August 16-17; August 21-24;	Teacher induction
		_		•	August 30:	First student day
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		TE	MBE	R	September 4:	Schools closed
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18						
25	26	27	28	29	(20-0) / (22-5)	
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2	•		•	•	October 9:	Act 80 day
9	_		_	-		
16			-			
23	24				(22-0) / (44-5)	
30	31				(== =) ((44-0)	
					November 1:	End marking period 1
	NO	√EM	BER		November 3:	2-hour early dismissal
M	T	W	T	F	November 10:	Report cards distributed
		1	2	3	November 20-21:	Act 80 days/conferences
6	7	8	9	10	11/20: 12:30-8:00 pm	Parent conferences
13	14		16	17	11/21 7.45 am-3:15 pm	Parent conferences
20	21		23	24	November 22-27:	Schools closed
27	28	29	30		(18-0) / (62-5)	
	DÉC	· F · Kai	055			
M	T	ME: W			December 4-15:	Keystone Testing, Wave 1
141		W	Т	F	December 20:	2-hour early Dismissal
A	_	e	-	1		(staff and students)
<u>4</u> 11	<u>5</u> 12	<u>6</u> 13	14	<u>8</u> 15	December 21-29:	Schools closed
18	19	20	2	22		
25	26	27	78	29	(14.0\ / (70.5)	
				-	(14-0) / (76-5)	
	JAI	NUĀ.	RY		January 1:	Schools closed
M	T	W	Т	F	January 8-22:	Keystone Testing, Wave 2
1	2	3	4	5	January 15:	in-service
8	9	<u>10</u>	<u>11</u>	<u>12</u>	January 22:	End marking period 2
15	16	<u>17</u>	18	19	January 26:	2-hour early dismissal
22	23	24	25	26		·
29	30	31			(21-0) / (97-5)	
		RUA				
M	T	W	T	F	February 2:	Report cards distributed
_	_	_	1	2	February 16, 19:	Schools closed
5	6	7	8	9		
12	13	14	15	16		
26	20	21	22	23	(18-0) / (115-5)	

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"		VV	•	F		Act 80 day
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12	_	7	8	9		End marking period 3
19		14	15	16	March 29-30:	Schools closed
26		21	22	23		
20	27	28	29	30	(20-0) / (135-5)	
	Λ.	PRI	-		1	
M	T	W		_	April 2:	Schools closed
INI			Ţ	F	April 3:	In-service day
		4	5	6	April 13:	Report cards distributed
9	10	11	12	13	April 9-13:	PSSA Testing, Grades 3-8
<u>16</u>	17	18	19	20		English/Language Arts
23	<u>24</u>	<u>25</u>	<u> 26</u>	<u>27</u>	April 16-20	PSSA Testing, Grades 3-8
<u>30</u>						Mathematics
					April 23-27:	PSSA Testing, Grades 4 & 8
					(40.4) (454.5)	Science
					(19-1) / (154-6)	
	N	ΙΑΥ			April 30-May 4:	DCCA Make
M	T	W	T	F	May 14-25:	PSSA Make-ups
	1	2	3	4	Way 14-25	Keystone Testing
7	8	9	10	11	May 25:	Algebra I, Biology, Literature
14	15	<u>16</u>	17	18	Way 25,	Act 80 day/senior projects
21	22	23	24	25	May 28	Keystone exam makeups
28	29	30	31		may 20	Schools closed
					(22-0) / (176-6)	
					(22-0) / (176-6)	
	JŪ	JNE			(22-0) / (176-6)	
M	JU	JNE	Ť	F	(22-0) / (176-6) June 6:	Last student dav
M		-	Τ	F 1		Last student day 2-hour early dismissal
M 4		-	T 71	•		2-hour early dismissal
	Т	W	T 71	1	June 6;	2-hour early dismissel In-service
4	T 5	W 6	7	1	June 6: June 7: June 9:	2-hour early dismissal
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