

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of October 9, 2017

A. Opening

1. Call to Order: Mrs. Kelley Wasson, 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. Denise Smith, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: J. David Smith, Esq., Solicitor, Benjamin Enders, Board Secretary, Dr. Kenneth Dady, Assistant Superintendent and Isabelle Hale, Student Representative

Members Absent: Mrs. Loren Koch and Mrs. Mary Thomas

3. Pledge of Allegiance: Led by Alexis Thompson and Jocelynn Barr students representing the High School CTE Childcare Program and Kendall Hughes, Hunter Kisko, and Samara Snook representing the Bullpups Preschool Program.

B. Presentations

1. Communications: Begin an Alumni and Friends Association
PDE letter stating JSASD has maintain Federal Programs Fiscal Effort
Book Study Report-Students at the Center– Laura Milarch

2. President's Report: None

3. Student Representative: None

4. Intermediate Unit Report: None

5. Superintendent's Report:

- a. National Academy of Future Scientists and Technologists Presentations - Reed Mellinger and Aleia Irvin (High School Student)
- b. Song Writing Class - Margaret Ortbal and Chris Lahr
- c. New High School Club (Bounded) Presentation - Roxann Laird
- d. New High School Club (American Heart Association) Presentation - Sheena Armbruster
- e. Germany Trip Presentation - Tom Neuschafer
- f. Policy 203 - Immunizations and Communicable Diseases and Policy 251 - Homeless Students, at first reading - Jill Wenrich (Attachments)
- g. Long Term Financial Outlook - Ben Enders and Jill Wenrich

C. Courtesy of the Floor:

John Shireman-JS Boro – commented on employee contracts and the budget

Robert Pryor-Mifflin Twp. – commented on contracts, Comprehensive Plan and declining enrollment

D. Personnel

1. Personnel Items:

Motion: A motion was made by Denise Smith and seconded by Craig Allen to approve the Personnel items as listed on the Agenda:

- a. the appointment of Larisa Yakut as a part time (5 hours per day) Learning Support Aide at Salladasburg Elementary School, \$8.93 per hour effective October 11, 2017.
- b. the appointment of Kirsti Snyder as Educational Interpreter for the Deaf and Hearing Impaired, annual salary \$44,000 (prorated for the 2017-18 school year).
- c. appointment of Delores Herman to a part time Food Service position at the Middle School, at \$9.90 per hour, effective October 11, 2017.
- d. FMLA from November 10, 2017 (approx.) through February 21, 2018 (approx.) for employee 2017-18-08.
- e. FMLA from October 23, 2017 (approx.) through January 22, 2018 (approx.) for employee 2017-18-09.
- f. a request for a sabbatical leave for restoration of health for the first semester of the 2017-2018 school year for employee 2017-18-10, (October 10, 2017 through approx. January 22, 2018).

The vote was a unanimous Yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance: None

H. Miscellaneous:

1. Miscellaneous Item

Motion: A motion was made by Craig Allen and seconded by Merrill Sweitzer to table Miscellaneous item c as listed on the Agenda:

- c. setting the limit for the superintendent or designee authority to review and approve all sponsorship and advertising arrangements at \$500.00 as stated in the current Sponsorships & Advertising Policy 913.1.

The vote was 6 Yes and 1 No. Motion carried.

Motion: A motion was made by Karen Stover and seconded by David Hines to approve Miscellaneous Items a, b, d and e as listed on the Agenda:

- a. the License Contract for the 2017-2018 Senior High School musical, *Little Shop of Horrors*.
(Attachment)
- b. the 2017-2018 Letter of Agreement between the Jersey Shore Area School District and the Lycoming-Clinton Joinder Board for School Based Outreach and Student Assistance Services provided to the District by the Joinder Board.
(Attachment)

- d. an agreement between Jersey Shore Area School District and Dr. Richard A. Shillabeer for an Independent Educational Evaluation/School Based Neuropsychological Evaluation. (Attachment)
- e. an agreement between Jersey Shore Area School District and Dr. Richard A. Shillabeer for an Independent Educational Evaluation (Speech and Language). (Attachment)

The vote was a unanimous Yes. Motion carried.

I. Old Business:

Motion: A motion was made by Craig Allen and seconded by Merrill Sweitzer to approve Post Season Coach Compensation at \$150.00 for Head Coaches and \$100.00 for all other participating coaches, no matter how many games are played. If a sport is an automatic qualifier for districts or regionals, i.e. – individual tennis, sectional wrestling, they will not qualify for the bonus until they advance beyond that first level.

The vote was a unanimous Yes. Motion carried.

Discussion was held regarding the Soccer Team uniform issue with pink socks.

J. Executive Session: An Executive Session was held beginning at 8:29 p.m. for Personnel matters after which no business was conducted.

K. Adjournment

Motion: The October 9, 2017 Regular Board Meeting was adjourned at 9:22 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



Book	Board Policy Manual
Section	200 Pupils
Title	Immunizations and Communicable Diseases
Number	203
Status	
Legal	<u>1. 24 P.S. 1303a</u> <u>2. 28 PA Code 23.81 et seq</u> <u>3. 28 PA Code 23.82</u> <u>4. 22 PA Code 11.20</u> <u>5. 28 PA Code 23.85</u> <u>6. 28 PA Code 23.83</u> <u>7. 28 PA Code 23.84</u> 8. Pol. 200 9. Pol. 251 10. Pol. 255 <u>11. 28 PA Code 27.77</u> 12. Pol. 201 <u>13. 28 PA Code 23.86</u> <u>14. 28 PA Code 27.71</u> <u>15. 28 PA Code 27.72</u> 16. Pol. 204 <u>17. 28 PA Code 27.1</u> <u>18. 28 PA Code 27.2</u> <u>19. 28 PA Code 27.23</u> <u>20. 22 PA Code 4.29</u> <u>21. 22 PA Code 4.4</u> 22. Pol. 105.1 <u>23. 24 P.S. 1402</u> 24. Pol. 209 <u>25. 24 P.S. 1409</u> Pol. 105.2

Authority

In order to safeguard the school community from the spread of certain communicable diseases, the Board requires that established policy and administrative regulations be followed by students,

parents/guardians and district staff.[1][2]

Definitions

Certificate of Immunization - the official form furnished by the Pennsylvania Department of Health. The certificate is filled out by the health care provider and signed by the health care provider or public health official. The certificate is given to the school as proof of full immunization. The school maintains the certificate as the official school immunization record or stores the details of the record in a computer database.[3]

Medical Certificate - the official form furnished by the Pennsylvania Department of Health setting out the immunization plan for a student who is not fully immunized, filled out and signed by a physician, certified registered nurse practitioner or physician assistant, or by a public health official when the immunization is provided by the Department of Health or a local health department, and given to a school as proof that the student is scheduled to complete the required immunizations.[3]

Guidelines

Immunization

All students shall be immunized against specific diseases in accordance with state law and regulations, unless specifically exempt for religious or medical reasons.[1][2][4]

A certificate of immunization shall be maintained as part of the health record for each student, as required by the Pennsylvania Department of Health.[5]

A student shall be exempt from immunization requirements whose parent/guardian objects in writing to such immunization on religious grounds or whose physician certifies that the student's physical condition contraindicates immunization.[1][4][6][7]

A student who has not been immunized in accordance with state regulations shall not be admitted to or permitted to attend district schools, unless exempted for medical, religious or philosophical reasons or provisionally admitted by the Superintendent or designee after beginning a multiple dose vaccine series and submitting proof of immunization or a medical certificate on or before the first school day of attendance.[1][4][5][6][7]

Homeless students who have not been immunized or are unable to provide immunization records due to being homeless shall be admitted in accordance with the provisions of applicable law and regulations.[5][8][9]

Foster care students and students transferring into a school within the Commonwealth shall be admitted in accordance with law and regulations, and shall have thirty (30) days to provide proof of immunization, a medical certificate detailing the plan to complete a multiple dose vaccine series or to satisfy the requirements for an exemption.[5][10]

Monitoring of immunization requirements shall be the responsibility of the Superintendent or designee and the school nurse.[1]

Students attending child care group settings located in a school, a pre-kindergarten program or an early intervention program operated by the district shall be immunized in accordance with the Advisory Committee on Immunization Practices (ACIP) standards.[6][11]

The Superintendent or designee shall:

1. **Ensure that parents/guardians are informed prior to a student's admission to school, or a grade requiring additional immunizations, of the requirements for immunization, the requisite proof of immunization, exemption available for religious, or medical, or philosophical reasons, and means by which such exemptions may be claimed.**[1][5][6]

[Z][8][12]

2. **Designate school personnel to review student medical certificates in accordance with law and regulations to ensure compliance with full immunization requirements.**[3][5]
3. Annually review state standards for immunization and direct the responsible district personnel accordingly.
4. Investigate and recommend to the Board district-sponsored programs of immunization that may be warranted to safeguard the health of the school community. Such program shall be subject to Board approval and may be conducted in cooperation with local health agencies.

The Superintendent or designee shall report immunization data **electronically** to the Department of Health by **December 31** of each year. **If the district is unable to complete the report electronically, the Superintendent or designee shall report the immunization data on the required form to the Department of Health by December 15.**[13]

Communicable Diseases

The Board authorizes that students who have been diagnosed by a physician or are suspected of having a disease by the school nurse shall be excluded from school for the period indicated by regulations of the Department of Health for certain specified diseases and infectious conditions.[14][15][16]

The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority, as required by the Department of Health.[17][18][19]

The Superintendent or designee shall direct that health guidelines and universal precautions designed to minimize the transmission of communicable diseases be implemented in district schools.

Instruction regarding prevention of communicable and life-threatening diseases shall be provided by the schools in the educational program for all levels, in accordance with state regulations.[20]

Parents/Guardians shall be informed of and be provided opportunities during school hours to review all curriculum materials used in instruction relative to communicable and life-threatening diseases.[20][21][22]

Health Records

A comprehensive health record shall be maintained for each student enrolled in the district. The record shall include the results of required tests, measurements, screenings, regular and special examinations, and medical questionnaires.[23][24]

All health records shall be confidential, and their contents shall be divulged only when necessary for the health of the student or to a physician at the written request of the parent/guardian.[25]

NOTES:

List of required immunizations can be found at 28 PA Code Sec. 23.83

PSBA Revision 4/17 © 2017 PSBA

Last Modified by Pamela M Copenhaver on October 3, 2017



Book	Board Policy Manual
Section	200 Pupils
Title	Homeless Students
Number	251
Status	

Legal

1. 24 P.S. 1306
 2. 22 PA Code 11.18
 3. 42 U.S.C. 11431 et seq
 4. 34 CFR 299.19
 5. 42 U.S.C. 11431
 6. 42 U.S.C. 11432
 7. 42 U.S.C. 11434a
 8. 34 CFR 200.30
 9. Pol. 103.1
 10. Pol. 113
 11. Pol. 200
 12. Pol. 201
 13. Pol. 203
 14. Pol. 204
 15. Pol. 209
 16. Pol. 216
 17. Pol. 113.4
 18. Pol. 206
 19. Pol. 146
 20. Pol. 810
 21. Pol. 808
 22. Pol. 115
 23. Pol. 918
 24. Pol. 138
 25. Pol. 114
 - 22 PA Code 403.1
 - 20 U.S.C. 1232g
 - 20 U.S.C. 6301 et seq
 - 34 CFR Part 99
 - 67 Fed. Reg. 10698
- PA Education for Homeless Children and Youth State Plan

Authority

The Board recognizes **the need to promptly identify** homeless children and **youths** within the district, **facilitate** their **immediate** enrollment, and eliminate existing barriers to their attendance and education, in compliance with federal and state laws and regulations.[1][2][3]

The Board **shall** ensure that homeless **children and youths** have **equal** access to the same educational programs and services provided to other district students.[1][2][3][4]

The Board, **authorizes** the Superintendent to waive **district** policies, procedures and administrative regulations that create barriers to the **identification**, enrollment, attendance, transportation, **school stability** and success in school of homeless **children and youths**.^[3]

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on **his/her homeless status**.^{[5][6]}

Definitions

Enroll or Enrollment means attending classes and participating fully in school activities.^[7]

Homeless children and youths means individuals **who lack** a fixed, regular and adequate nighttime residence, **and includes:**^{[7][8]}

1. Children and youths who are:
 - a. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals.
2. **Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;**
3. **Children and youths who are living** in cars, parks, public spaces, abandoned buildings, substandard housing, **bus or train** stations or similar settings;
4. **Migratory children who qualify as homeless because they are living in circumstances described above; and**
5. **School-aged parents living** in houses for **school-aged** parents if they have no other **available** living accommodations.

School of origin is the school the **child or youth** attended when permanently housed or the school in which the **child or youth** was last enrolled, **including preschool**. **When the child or youth completes the final grade level served by the school of origin, the school of origin shall include the designated receiving school at the next grade level for all feeder schools.**^[6]

Unaccompanied youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.^[7]

Delegation of Responsibility

The Board designates the Director of Pupil Services to serve as the district's liaison for homeless children and youths.[6]

The district's liaison shall ensure outreach and coordination with:[6]

1. Local social service agencies and other entities that provide services to homeless children and youths and families.
2. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
3. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.[9][10]
4. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's liaison shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[6]

The district's liaison shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[6]

Guidelines

Enrollment/Placement

Best Interest Determination -

In determining the best interest of a child or youth, the district shall:

1. Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the parent/guardian or unaccompanied youth.[6]
2. Consider student-centered factors related to impact of mobility on achievement, education, health and safety, giving priority to the request of the parent/guardian or unaccompanied youth.[6]
3. If, after such consideration, the district determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent/guardian or unaccompanied youth, the district shall provide the parent/guardian or unaccompanied youth with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the parent/guardian or unaccompanied youth and shall include information regarding the right to appeal.[6]

Placement -

In accordance with the **child's or youth's** best interest, **the district shall continue to enroll** a homeless student in his/her school of origin while s/he remains homeless **and through** the end of the academic year in which s/he obtains permanent housing.[6]

Parents/Guardians of a homeless student may request enrollment in the school in the attendance area where the student is actually living or other schools.[6]

The district's liaison shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where s/he will be enrolled.[6]

The district shall provide the parent/guardian or **unaccompanied youth** with a written explanation of **any** district decision related to school selection or placement, including the right to appeal.[6]

Enrollment -

The selected school shall immediately enroll the student and begin instruction, even if:

1. The student is unable to produce records normally required for enrollment.[3][11][12][13][14][15][16][17]
2. **The application or enrollment deadline has passed during any period of homelessness.**[6][11]

The district's liaison **shall immediately** contact the school last attended by the child or youth to obtain relevant academic or other records.[6][11][12][13][14][15][16]

The district may require a parent/guardian to submit contact information.[6]

Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district shall administer tests or utilize appropriate means to determine the student's **assignment within the school.**[6][18]

Dispute Resolution -

If a dispute arises over **eligibility**, enrollment or school selection:[6]

1. **The parent/guardian or unaccompanied youth shall be referred to the district's liaison, who shall assist in the dispute resolution process.**
2. The student shall be immediately enrolled in the school in which **enrollment is sought, pending final resolution of the dispute, including all available appeals.**
3. **The district's liaison shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.**

A parent/guardian or unaccompanied youth may appeal a district's written decision or file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

Education Records

Information about a homeless child's or youth's living situation shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[16][17]

Comparable Services

Homeless students shall be provided services comparable to those offered to other district students including, but not limited to:[1][6][19]

1. Transportation services.[20]
2. School nutrition programs.[21]
3. **Career and technical education.**[22]
4. Preschool programs.
5. **Educational programs for which the homeless student meets the eligibility criteria, such as:**
 - a. **Services provided under Title I or similar state or local programs.**[23]
 - b. **Programs for English Language Learners.**[24]
 - c. **Programs for students with disabilities.**[10]
 - d. **Programs for gifted and talented students.**[25]

Transportation

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the school district.[1][6][20]

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[6]

Training

The district's liaison shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[6]

The district's liaison shall arrange professional development programs for school staff, including office staff.[6]

School personnel providing services to homeless children and youths, including school enrollment staff, shall receive professional development and support to:[6]

1. **Improve identification of homeless children and youths and unaccompanied youths;**
2. **Understand the rights of such children, including requirements for immediate enrollment and transportation; and**

- 3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.**

PSBA Revision 12/16 © 2016 PSBA

Last Modified by Pamela M Copenhaver on September 22, 2017

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: JOHN O'CONNOR
Your MTI Account Number: 0011033
Contract No: 9459535 Printed On: 09/11/17

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: JERSEY SHORE SENIOR HIGH SCHOOL

Name of Show: LITTLE SHOP OF HORRORS

Name and address of performance space/venue: JERSEY SHORE HIGH SCHOOL
701 CEMETERY STREET, JERSEY SHORE, PA 17740

Date(s) of performance(s): 04/27/2018 - 04/29/2018

Contract Expires: 10/23/2017

Please list number of performances
for each calendar month: 3

SHIP WITH:
(check one)

☒ Partial/Alternate Orchestration

☐ Full Orchestration

☐ No Orchestration

If Partial, you MUST mark the required parts on the Orchestration Details sheet, and return a copy with your signed contract.
If Alternate Orchestration, and more than one alternate orchestration exists, please indicate which version - ie: 17 piece or 13 piece)

ROYALTY: Royalty A for 3 performance(s) @ \$ 425.00 per performance, a total of \$ 1275.00

RENTAL: \$595.00 for a standard set of materials or any part thereof \$ 595.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X months \$

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. \$ 400.00

Failure to do so may result in a delay in the processing of your license.

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 75.00

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$

TOTAL: \$ 2345.00

TOTAL AMOUNT ENCLOSED: \$ 2345.00

OUTSTANDING OBLIGATIONS: \$

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.

Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☐ RUSH ☐ SECOND DAY ☒ GROUND

Shipping Address: Jersey Shore Senior High School Music Dept. Attn: Ortbai

(NO P.O. BOXES) 701 Cemetery Street

City: Jersey Shore State: PA Zip/Postal Code: 17740

PAYMENT

☒ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

*check for security
fee, P.O. for other
fees.

Card Number: Exp. Date

Name on Card:

Signature: Amount:

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☒ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Lindsey Eischeid / Margaret Ortbai TITLE Musical Directors

AUTHORIZED SIGNATURE [Signature] DATE 9/12/17

DAYTIME TELEPHONE (570) 398-7120 x 4300 EMAIL LEischeid@JSASD.org

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

LETTER OF AGREEMENT
SCHOOL BASED OUTREACH SERVICES
STUDENT ASSISTANCE SERVICES

Between

LYCOMING-CLINTON JOINDER BOARD

And

JERSEY SHORE AREA SCHOOL DISTRICT

The purpose of this Agreement is to define the relationship between the programs operated by the **LYCOMING-CLINTON JOINDER BOARD (JOINDER)** and the **JERSEY SHORE AREA SCHOOL DISTRICT (JSASD)** as it relates to joint operation and financing of School Based Outreach Services and Student Assistance Services.

1. The **Joinder** will designate a qualified casework level position to provide information and referral, assessment of needs, prevention and short term intervention for students and families in the **JSASD**.
2. The **Joinder** will assure that the designated position has completed the appropriate level of training and supervision to act in this capacity and attends **SAP Sharing Sessions** as scheduled.
3. The **Joinder** and **JSASD** will jointly determine the array of services to be provided, including but not limited to, home visits, group, individual and family sessions, mental health assessments, classroom observation, educational presentations and faculty consultation.
4. The **Joinder** will assure that the School Based position will serve as the **SAP liaison** for mental health assessments and services and provide the appropriate level of training and supervision to act in this capacity.
5. The **Joinder** and **JSASD** will establish truancy protocols for referral, assessment and intervention services and supports to be provided by the School Based position.
6. **JSASD** will have input into the selection of staff assigned to these positions and annual performance evaluations.
7. School Based Outreach Services will be provided forty (40) hours per week on a 12 month basis. Every effort will be made to limit vacation time during the school year. Back up and day to day supervision will be provided by the **Joinder**.

8. JSASD will define an internal system to schedule time in each building and develop a system to make referrals and request activities.
9. The Joinder and JSASD agree to design a system to collect data on services provided for further analysis, program development, grant writing and consumer satisfaction.
10. The Joinder and JSASD agree to jointly fund the annualized cost of these services through a combination of program and grant funding.
11. JSASD agrees to pay \$10,000 towards this position in the FY 2017-2018 school year, to be paid in two equal installments upon invoice by the Joinder in December, 2017 and February, 2018.

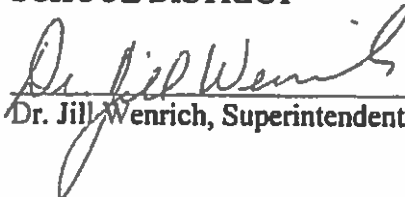
This agreement shall be in effect from 7/01/17 to 6/30/18.

APPROVED AS TO LEGALITY AND FORM



Charles F. Greevy, III, Esq.
Lycoming-Clinton Joinder Solicitor

**JERSEY SHORE AREA
SCHOOL DISTRICT**



Dr. Jill Wenrich, Superintendent

School Board President

Date: _____

**LYCOMING-CLINTON
JOINDER BOARD**

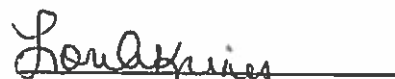


Commissioner Robert Smeltz, Jr.
Joinder Board President


Keith Wagner, Administrator
Joinder Board Secretary

Date: 9/20/17

Reviewed:


Lori Kriner
MH/ID/EI Fiscal Officer

Date: 8/21/17

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist

This independent contractor agreement (the "Agreement") is made on this 5th day of October, 2017 by and between Dr. Richard A. Shillabeer, an independent contractor, state and nationally certified as a school psychologist ("PSY"), and the Jersey Shore Area School District, a Pennsylvania School District ("DISTRICT") (collectively, the "Parties").

RECITALS

Whereas, PSY is a certified school psychologist in the State of Pennsylvania;

Whereas, DISTRICT is responsible for providing educational services to students residing within the Jersey Shore Area School District;

Whereas, DISTRICT agrees to engage PSY as an independent contractor and PSY desires to provide school psychology services (the "Services") as an independent contractor upon the terms and conditions set forth herein;

Whereas, DISTRICT and PSY desire to enter into this Agreement in order to set forth the duties and responsibilities of and the relationship between DISTRICT and PSY.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agrees as follows:

I. IDENTIFICATION OF THE PARTIES.

A. PSY is identified as follows:

**Richard A. Shillabeer
Tax ID Number: 159665913
Certification Number: 07637360
Sole Proprietor**

**155 Columbia Street
Duryea, PA 18642
570.466.5870**

B. DISTRICT is identified as follows:

**Jersey Shore Area School District
Attn: Ms. Margaret Leedy
Director of Pupil Services
175 A&P Drive
Jersey Shore, PA 17740**

II. ENGAGEMENT.

PSY agrees to provide the Services for the DISTRICT pursuant to the terms described in Exhibit A.

III. INDEPENDENT CONTRACTOR STATUS.

The DISTRICT and PSY understand and agree their relationship is that of an independent contracting of school psychology services and nothing in this Agreement shall be construed to create an employee/employer relationship. It is further agreed that because of this independent contracting relationship, the DISTRICT does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to PSY, including, but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Workers' Compensation. In addition, PSY shall have no claim under the Agreement against the DISTRICT for vacation pay, sick leave, or retirement benefits. PSY understands that he is responsible and completely liable for all employment and payroll taxes or contributions imposed by any one of the above laws or ordinances.

IV. COMPENSATION.

PSY will periodically submit documentation to the DISTRICT indicating the dates worked by PSY and a description of services rendered, for which the DISTRICT will make a one-time payment up to \$5000.00 as set forth in Exhibit A. The DISTRICT agrees to be responsible for payment in full upon the completion of the IEE report. In the case of the student withdrawing, leaving, or no longer being in attendance within the DISTRICT prior to the completion of the evaluation, the DISTRICT will be responsible for prorated payment at the rate of \$200.00 per hour based upon submitted documentation to the DISTRICT and the amount owed would be capped at the total amount agreed to for the IEE. PSY will be reimbursed for the services within 45 calendar days from the DISTRICT's receipt of the completed IEE/SBN report.

V. TERM AND TERMINATION.

- A. **Term of Agreement.** The initial term of this Agreement shall commence on the date first written above and shall terminate when the evaluation report is submitted to the DISTRICT.

VI. PROMISES AND REPRESENTATIONS OF PSY.

- A. PSY will provide and render the services in accordance with the standards directed and established by the DISTRICT and shall comply with the policies, rules, and regulations of the state of PA in regards to psychoeducational evaluations and recommendations. PSY shall provide the services in accordance with the ethical standards and practices of the American Psychological Association and the National Association of School Psychologists.
- B. PSY will comply with the requirements of ACT 34, ACT 151, and ACT 114 requiring background and criminal checks prior to conducting any evaluation of students. Current copies of all clearances will be provided to the DISTRICT at its request.
- C. PSY will maintain adequate and current records for individuals to whom PSY provides the services; PSY will retain the testing protocols to protect confidentiality of testing instruments and client records. All records will be purged following one year from the completion date of the evaluation.
- D. PSY agrees not to provide or release any draft versions of the evaluation prior to the completion of the evaluation; PSY will release the final evaluation report to both the DISTRICT and PARENT(S) simultaneously.

VII. MALPRACTICE INSURANCE.

PSY agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Darwin in the minimum amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate). PSY shall: (A) provide malpractice insurance information to DISTRICT (listed below); and (B) authorize insurance carrier to notify DISTRICT in the event of a cancellation or material change of the Policy.

Current Policy #: 5001-3127 (Darwin National Assurance Company)
Policy Dates: 04/01/17 - 04/01/18

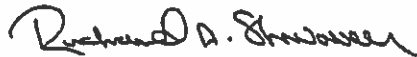
VIII. CONFIDENTIALITY.

- A. PSY shall not during or after termination of the Agreement use for his benefit or disclose or divulge, in any manner to any third party, any confidential information without the written consent of the DISTRICT.
- B. The DISTRICT may also not supply any information in any manner to any third party without the written consent of PSY in regards to personal or professional practices. This provision restricts the District in terms of voluntary discussions of the PSY's personal or professional practices with third parties. It does not prohibit the District from discussing those personal or professional practices where there is a legal obligation to do so, such as in response to a subpoena or other legal process, to include investigations by a governmental entity with authority to do so. This provision is also not intended to prohibit the District from using any information or work product provided by PSY for purposes related to educational placement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

PSY:

DISTRICT:



Richard A. Shillabeer, Psy.D.
PA Certified School Psychologist
Nationally Certified School Psychologist
Licensed Professional Counselor
Diplomate, American Board of School Neuropsychology

Jersey Shore Area School District

EXHIBIT A

PSY SERVICES

<u>Services</u>	<u>Compensation</u>
Independent Educational Evaluation/School Based Neuropsychological Evaluation	
Travel	
Evaluation Assessments/Scoring/Interpretation	
Report Writing	
Review of educational records	
Communication with parent(s) and school district staff	
Observation(s)	
Teacher/Specialist Input(s)/Interview(s)	
Parent/Student Input(s)/Interview(s)	
Behavior Rating Scales	

* As executed on the date first written above, the DISTRICT will compensate the PSY at a fee up to \$5000.00 in a one-time payment to complete a comprehensive IEE/SBN.

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist/Speech and Language Pathologist

This independent contractor agreement (the "Agreement") is made on this 5th day of October, 2017 by and between Dr. Richard A. Shillabeer, an independent contractor, state and nationally certified as a school psychologist ("PSY"), and the Jersey Shore Area School District, a Pennsylvania School District ("DISTRICT") (collectively, the "Parties").

RECITALS

Whereas, PSY is a certified school psychologist in the State of Pennsylvania and the SLP (subcontractor) is a certified bilingual speech and language pathologist in the State of Pennsylvania;

Whereas, DISTRICT is responsible for providing educational services to students residing within the Jersey Shore Area School District;

Whereas, DISTRICT agrees to engage PSY/SLP as independent contractors and SLP (subcontractor) desires to provide speech and language services (the "Services") as an independent contractor upon the terms and conditions set forth herein;

Whereas, DISTRICT and PSY desire to enter into this Agreement in order to set forth the duties and responsibilities of and the relationship between DISTRICT and PSY.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agrees as follows:

I. IDENTIFICATION OF THE PARTIES.

A. PSY is identified as follows:

**Richard A. Shillabeer
Tax ID Number: 159665913
Certification Number: 07637360
Sole Proprietor**

**155 Columbia Street
Duryea, PA 18642
570.466.5870**

B. SLP is identified as follows (subcontractor):

Wilford Antonio Le Baron
PA Certified Speech and Language Pathologist
ASHA #14099286

C. DISTRICT is identified as follows:

Jersey Shore Area School District
Attn: Ms. Margaret Leedy
Director of Pupil Services
175 A&P Drive
Jersey Shore, PA 17740

II. ENGAGEMENT.

PSY agrees to provide the Services for the DISTRICT pursuant to the terms described in Exhibit A.

III. INDEPENDENT CONTRACTOR STATUS.

The DISTRICT, PSY, and SLP understand and agree their relationship is that of an independent contracting of speech and language services and nothing in this Agreement shall be construed to create an employee/employer relationship. It is further agreed that because of this independent contracting relationship, the DISTRICT does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to PSY/SLP, including, but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Workers' Compensation. In addition, PSY/SLP shall have no claim under the Agreement against the DISTRICT for vacation pay, sick leave, or retirement benefits. PSY/SLP understands that they are responsible and completely liable for all employment and payroll taxes or contributions imposed by any one of the above laws or ordinances.

IV. COMPENSATION.

PSY/SLP will periodically submit documentation to the DISTRICT indicating the dates worked by PSY/SLP and a description of services rendered, for which the DISTRICT will make a one-time payment up to \$3500.00 as set forth in Exhibit A. The DISTRICT agrees to be responsible for payment in full upon the completion of the IEE S&L report. In the case of the student withdrawing, leaving, or no longer being in attendance within the DISTRICT

prior to the completion of the evaluation, the DISTRICT will be responsible for prorated payment at the rate of \$150.00 per hour based upon submitted documentation to the DISTRICT and the amount owed would be capped at the total amount agreed to for the IEE. PSY/SLP will be reimbursed for the services within 45 calendar days from the DISTRICT's receipt of the completed IEE S&L report.

V. TERM AND TERMINATION.

- A. **Term of Agreement.** The initial term of this Agreement shall commence on the date first written above and shall terminate when the evaluation report is submitted to the DISTRICT.

VI. PROMISES AND REPRESENTATIONS OF PSY.

- A. PSY/SPL will provide and render the services in accordance with the standards directed and established by the DISTRICT and shall comply with the policies, rules, and regulations of the state of PA in regards to speech and language evaluations and recommendations. PSY/SLP shall provide the services in accordance with the ethical standards and practices of the American Speech-Language-Hearing Association and the Psychological Association and the National Association of School Psychologists.
- B. PSY/SLP will comply with the requirements of ACT 34, ACT 151, and ACT 114 requiring background and criminal checks prior to conducting any evaluation of students. Current copies of all clearances will be provided to the DISTRICT at its request.
- C. PSY/SLP will maintain adequate and current records for individuals to whom PSY/SLP provides the services; PSY/SLP will retain the testing protocols to protect confidentiality of testing instruments and client records. All records will be purged following one year from the completion date of the evaluation.
- D. PSY/SLP agrees not to provide or release any draft versions of the evaluation prior to the completion of the evaluation; PSY/SLP will release the final evaluation report to both the DISTRICT and PARENT(S) simultaneously.

VII. MALPRACTICE INSURANCE.

PSY agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Darwin in the minimum amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate). PSY shall: (A) provide malpractice insurance information

to DISTRICT (listed below); and (B) authorize insurance carrier to notify DISTRICT in the event of a cancellation or material change of the Policy.

Current Policy #: 5001-3127 (Darwin National Assurance Company)
Policy Dates: 04/01/17 - 04/01/18

SLP agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Proliability). SLP shall: (A) provide malpractice insurance information to DISTRICT (listed below); and (B) authorize insurance carrier to notify DISTRICT in the event of a cancellation or material change of the Policy.

Current Policy #: AHY-866271001 (Proliability)
Policy Dates: 05/11/17 - 05/11/18


VIII. CONFIDENTIALITY.

- A. PSY/SLP shall not during or after termination of the Agreement use for his benefit or disclose or divulge, in any manner to any third party, any confidential information without the written consent of the DISTRICT.
- B. The DISTRICT may also not supply any information in any manner to any third party without the written consent of PSY/SLP in regards to personal or professional practices. This provision restricts the District in terms of voluntary discussions of the PSY's/SLP's personal or professional practices with third parties. It does not prohibit the District from discussing those personal or professional practices where there is a legal obligation to do so, such as in response to a subpoena or other legal process, to include investigations by a governmental entity with authority to do so. This provision is also not intended to prohibit the District from using any information or work product provided by PSY/SLP for purposes related to educational placement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

PSY:

DISTRICT:



Richard A. Shillabeer, Psy.D.
PA Certified School Psychologist
Nationally Certified School Psychologist
Licensed Professional Counselor
Diplomate, American Board of School Neuropsychology

Jersey Shore Area School District

EXHIBIT A

PSY SERVICES

<u>Services</u>	<u>Compensation</u>
Independent Educational Evaluation (Speech and Language Evaluation)	
Travel	
Evaluation Assessments/Scoring/Interpretation	
Report Writing	
Review of educational records	
Communication with parent(s) and school district staff	
Observation(s)	
Teacher/Specialist Input(s)/Interview(s)	
Parent/Student Input(s)/Interview(s)	

* As executed on the date first written above, the DISTRICT will compensate the PSY at a fee up to \$3500.00 in a one-time payment to complete a comprehensive IEE (S&L).