

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of January 8, 2018

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. Harry Brungard, Mr. Christopher Fravel, Mrs. Michelle Stemler, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mr. John Pecchia, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: Christopher Kenyon, Esq., Solicitor, Benjamin Enders, Board Secretary, Dr. Kenneth Dady, Assistant Superintendent and Emma Butzler, Student Representative

3. Pledge of Allegiance: Led by Sean Anderson, Aaron Best, Annalise Eiswerth, Luke Bischof, Stephanie Steinbacher, Kendra White and Hannah Yorks students representing High School FBLA.

B. Presentations

1. Communications: Conversation with Superintendent and Administrative team was held at the Middle School, November 14, 2017.

2. President's Report: None

3. Intermediate Unit Report: None

4. Student Representative: None

5. Superintendent's Report:

a. Students at the Center Book Study Chapter 4 - Jon Jean

b. A contract between Jersey Shore Area School District and Justice Works Youth Care at first reading - Jill Wenrich (Attachment)

c. An MOU between Pennsylvania College of Technology and Jersey Shore Area School District at first reading - Jill Wenrich (Attachment)

d. Policy 913.1 - Sponsorships and Advertising at first reading - Jill Wenrich (Attachment)

e. PA Future Ready Index - Jill Wenrich

f. Hazardous Road Designation - Ken Dady

g. 2018-2019 Draft Budget - Ben Enders

C. Courtesy of the Floor:

Burt Francis-JS Boro – commented on hearing dates for school closings, distributed handout to board.

Matt Branca-JS Boro – commented on citizen task force

David Becker-Piatt Twp. – commented about current issues and it being something that should have been addressed at 2 years ago.

Raye Bierly-Piatt Twp. – commented that contact needs to be made to State and Federal Government to work on the growing issue of funding for education.

Robert Pryor-Mifflin Twp. – commented on spending and declining enrollment. Thanked board for approved 913.1 Policy language.

Carol Homler-Porter Twp. – commented to not go above the index.

Nancy Petrosky-Watson Twp. – commented against reconfiguration.

Joulette Allen-232 Larryville Road, JS – commented on timeline for iPad lease verses budget review.

Michelle Hensler- Hensler Road, JS – annual iPad figure that includes cost for K-12 and costs of apps for the iPads.

Alicia Bilbay-Piatt Twp. – commented on current enrollment and enrollment for 2001-2008 school year in Avis and Salladasburg Elementary, Technology Budget for 2008 and 2018 and projection for Tech budget for next 5 years.

Alison Confair-Avis Boro – commented on past recommendation to not operate a building above 85% building.

D. Personnel

1. Personnel Items:

Motion: A motion was made by Harry Brungard and seconded by Craig Allen to approve the Personnel items as listed on the Agenda, with a correction to item j – remove Cindy Welsh add Teri Bauman:

- a. letter of resignation from J. Michael Faryniak, Jr., High School CTE Automotive Instructor.
- b. extension of FMLA for employee 2017-18-13, from January 2, 2018 through January 22, 2018.
- c. intermittent FMLA for employee 2017-18-15 from December 5, 2017 through March 12, 2018.
- d. Sabbatical leave for employee 2017-18-16 for the second semester of the 2017-2018 school year, January 23, 2018 through approx. June 7, 2018.
- e. FMLA for employee 2017-18-17 from January 12, 2018 through approx. February 12, 2018.
- f. appointment of Matthew Branca to a part time Food Service position at the Middle School, \$9.90 per hour, effective January 9, 2018.
- g. a letter of resignation from Nicole Welshans, Lunch Monitor at the Middle School, effective January 11, 2018.
- h. the following stipends for 2017-18 school year:

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

- i. the following School Wide Positive Behavior Co-Leaders for the 2017-18 school year, each will be paid a \$200 stipend:

Aaron Kemnitz	Avis Elementary
Nicole Allison	Avis Elementary
Rachel Barth	Salladasburg Elementary
Beth Gill	Salladasburg Elementary
Emily Buttorff	Middle School
Rebecca Schaller	Middle School

j. Teri Bauman as the School Wide Positive Behavior Leader for the High School for the 2017-18 school year at a stipend of \$400.

k. the following Grade Level Leaders for the 2017-18 school year, each will be paid a \$1000 stipend:

Lisa Cenimo	Kindergarten
Theresa Caimi	First Grade
Aaron Kemnitz	Second Grade
Erin Hamilton	Fourth Grade
Karen Fausnaught	Fifth Grade

l. the following Grade Level Co-Leaders for the 2017-18 school year, each will be paid a \$500 stipend:

Rachel Barth	Third Grade
Diane Mantek	Third Grade

m. appointment of Randy Smith as Head Varsity Softball Coach at coach salary Level 4 \$3714.50, effective January 9, 2018.

n. appointment of Mark Sundberg as Head Varsity Girls Track and Field Coach at coach salary Level 5 \$3910.00, effective January 9, 2018.

The vote was a unanimous Yes. Motion carried.

E. Curriculum and Instruction:

1. Curriculum and Instruction Items:

Motion: A motion was made by Craig Allen and seconded by Merrill Sweitzer to table Item E.1.a.:

a. the AP Biology High School course, as presented on November 28, 2017, beginning the 2018-2019 school year.

The vote was a unanimous Yes. Motion carried.

F. Building and Grounds: None

G. Finance: None

H. Miscellaneous:

1. Miscellaneous Item

Motion: A motion was made by Harry Brungard and seconded by Craig Allen to approve the Miscellaneous Item as listed on the Agenda, a roll call vote was held.

a. setting school closing public hearing dates for Avis and Salladasburg Elementary Schools on Thursday, January 25, 2018 (Avis) and Friday, January 26, 2018 (Salladasburg).

The vote was as follows:

Craig Allen	Yes	Harry Brungard	Yes
Chris Fravel	No	Michelle Stemler	Yes
John Pecchia	Yes	Karen Stover	Yes
Merrill Sweitzer	No	Mary Thomas	No
Kelley Wasson	No		

The vote was 5 – Yes, and 4 – No. Motion carried.

I. Old Business: None

J. Executive Session: An Executive Session was held beginning at 9:05 p.m. for personnel and legal matters after which no business was conducted.

K. Adjournment

The January 8, 2018 Regular Board Meeting was adjourned at 9:35 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



1500 ARDMORE BOULEVARD
SUITE 410
PITTSBURGH, PA 15221

TEL: 877-525-5992
FAX: 412 241-8875
www.justiceworksyouthcare.com

CONTRACT AGREEMENT
August 1, 2017 through July 31, 2018

AGREEMENT BETWEEN
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740

AND

JusticeWorks YouthCare, Inc.
1500 Ardmore Blvd.
Suite 410
Pittsburgh, PA 15221

THIS CONTRACT is made this ___ DAY of __ 2017, between Jersey Shore School District and JusticeWorks YouthCare (JWYC), a Pennsylvania Corporation, with its principal place of business located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, Pennsylvania, 15221.

WHEREAS, Jersey Shore School District and JWYC will enter into an agreement, with a term extending from August 1, 2017 through July 31, 2018, for the provision of Alternative Education for Disruptive Youth to the students of Jersey Shore School District; and

WHEREAS, JWYC has proposed services to Jersey Shore School District related to the provision of Alternative Education for Disruptive Youth and Jersey Shore School District is willing to purchase those additional services as offered by JWYC; and

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree to services as follows;

ACT 48 PROGRAM PLACEMENT AGREEMENT

Approved Private Provider JUSTICE WORKS YOUTH CARE, INC.
Public School District JERSEY SHORE SCHOOL DISTRICT

AND NOW, this___ _ of _____, 2017 JUSTICEWORKS YOUTHCARE INC. (JWYC) with a principal place of operations located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, PA 15221
Enter into this ACT 48 Program Placement Agreement, as follows:

WHEREAS, JUSTICEWORKS YOUTHCARE INC. primary operations is a private for-profit organization; and **WHEREAS**, JUSTICEWORKS YOUTHCARE INC. has been in the business of providing EDUCATIONAL SERVICES; and **WHEREAS**, JUSTICEWORKS YOUTHCARE INC. has become an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the Act), whereby JUSTICEWORKS YOUTHCARE INC. is authorized to enter into contractual arrangements with local School Districts to provide educational services to disruptive youth as that term is defined in the aforesaid Act; and

WHEREAS, JUSTICEWORKS YOUTHCARE INC. has developed a specific educational program (the Program); **WHEREAS**, JERSEY SHORE SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. have entered into a contractual arrangement, as further described herein, wherein JERSEY SHORE SCHOOL DISTRICT will have



certain placement rights regarding the disruptive youth, as defined in the Act, that JERSEY SHORE SCHOOL DISTRICT desires to transfer to JUSTICEWORKS YOUTHCARE INC. for placement in the Program; NOW THEREFORE, in accordance with the aforesaid recitals, JUSTICEWORKS YOUTHCARE INC. and JERSEY SHORE SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. DEFINITIONS. The following definitions apply regarding the text of this agreement:

- a) TERM. For purposes of this Agreement, the term shall cover the 2017-2018 school year.
- b) PROGRAM. For purposes of this Agreement, Program shall be defined as the JUSTICEWORKS YOUTHCARE INC. Act 48 program;
- c) SCHOOL DISTRICT. For purposes of this Agreement, JERSEY SHORE SCHOOL DISTRICT shall collectively be defined as the Senior High Schools of the community, acting by and through their authorized employees, agents and representatives;
- d) STUDENT. For purposes of this Agreement, Student shall be defined as an enrolled student at JERSEY SHORE SCHOOL DISTRICT who has been designated by JERSEY SHORE SCHOOL DISTRICT as a disruptive youth in accordance with the Act;
- e) SEAT. For purposes of this Agreement, Seat shall be defined as the cost for one Student to attend the JWYC program for each school day. The cost of each Seat under this Agreement is as follows: Daily charges occur when the student is present for school for any part of the school day and for any absences of up to three consecutive days. After three consecutive absences, there will not be a regular daily charge for the student except as otherwise indicated in this contract.

2. MATRICULATION RIGHTS. JERSEY SHORE SCHOOL DISTRICT shall have the right to matriculate as many students agreed upon by JWYC and JERSEY SHORE SCHOOL DISTRICT per year into the JUSTICE WORKS YOUTH CARE Program, under the following terms and conditions:

- a) JERSEY SHORE SCHOOL DISTRICT shall certify to JUSTICEWORKS YOUTHCARE INC. that the Student is disruptive as defined in the Act and provide all pertinent information to JUSTICEWORKS YOUTHCARE INC. regarding said Student;

3. COST/PAYMENT. JERSEY SHORE SCHOOL DISTRICT shall compensate JWYC for the Program services rendered to Students as follows:

- a) JWYC will submit a monthly invoice to JERSEY SHORE SCHOOL DISTRICT for the following:

Compass Academy Alternative School

Regular Education:	\$75.50 per seat per school day
Special/Vocational Education:	\$83.50 per seat per school day

4. DURATION: One calendar school year August 1, 2017 - July 31, 2018. School year shall at a minimum equal 180 days.

5. COMPLIANCE - P.D.E GUIDELINES. During the entire term of this Agreement, JUSTICEWORKS YOUTHCARE INC. and JERSEY SHORE SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

- a) JUSTICEWORKS YOUTHCARE INC. warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions).
- b) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania, County and local municipalities and that said facility has been approved by the Licensing and Inspection Bureau of the county and municipalities, and that a valid Certificate of Occupancy has been issued by said Department of Licensing and Inspection Bureau . (Appendix three (3) of the 2001/2001 Guidelines regarding Private Alternative Educational Institutions; Page 32, item E1a-E1d).
- c) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain



in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement (Appendix (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E2a-E2d).

d) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility and all grounds annexed thereto that are owned and/or controlled by JUSTICEWORKS YOUTHCARE INC. have been approved by the Department of Health of the county and local municipalities, and that said facility shall be and remain in compliance with all applicable regulations, ordinances, statutes or mandates during the entire term of the Agreement (Appendix three (3) of the 2003/2008 Guidelines regarding Private alternative Educational Institutions; Page 33, item E2a-E2d).

e) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737 (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E2a-E2d).

f) JUSTICEWORKS YOUTHCARE INC. shall not operate any food service program, and the requirements of Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page 33, items E3a-E3c, do not apply. JERSEY SHORE SCHOOL DISTRICT will also be responsible for the daily cost of breakfast and lunch for each student.

g) JUSTICEWORKS YOUTHCARE INC. warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a-E4d).

h) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff are citizens of the United States (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a-E4d)

i) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, Cogent FBI Fingerprint Background Check as required by Act 114 of 2006, Section 111 and that all records received show no evidence of a criminal background or a background of child abuse which would exclude an individual from employment (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a - E4d.). JUSTICEWORKS YOUTHCARE also requires that all staff comply with Act 168 of 2014, which requires completion of the Act 168 Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release.

j) JUSTICEWORKS YOUTHCARE INC. warrants that it shall maintain records of student attendance in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty four (34), items number 5a, 5b and 5c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the JWYC Administrative and Teaching Staff, documentation of said daily physical check in a written Attendance Log, kept on file at JWYC, with daily contact to each parent or guardian of said student if said student is not present when school is in session (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 34, item E5a-E5c).

k) JUSTICEWORKS YOUTHCARE INC. warrants that during the entire term of this Agreement, JERSEY SHORE SCHOOL DISTRICT shall receive a written quarterly progress report for each JERSEY SHORE SCHOOL DISTRICT student matriculated into JWYC in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page thirty five (35), items number 6a and 6b. The quarterly written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said students educational progress, and any applicable staff comments regarding the students behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions: Page 33, item E6a -E6b).

l) JERSEY SHORE SCHOOL DISTRICT shall be responsible for transportation of said students to JWYC in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page thirty five (35), items number 7a and 7b and in accordance with 24 P.S. 13-1361



and 67 Pa. Code Chapter 171.

m) JUSTICEWORKS YOUTHCARE INC. warrants that its Act 48 Program complies with all provisions of Article XIII-A of the School Code, and that JUSTICEWORKS YOUTHCARE INC. has a written policy regarding its role in compliance with Article 13-A. A true and correct copy of said policy is on file at JWYC. Further, in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page 35 and 36, item number E 8, the following stipulations apply:

aa. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by JWYC Administrative Staff immediately, the students parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by JWYC Administrative Staff, and a written report shall be completed by JWYC Administrative Staff setting forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the students file and turned into the Department of Education pursuant to 24 P.S. 13-1303-A (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).

bb. All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the JWYC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).

cc. JUSTICEWORKS YOUTHCARE INC. shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near with JWYC educational facility (Appendix (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).

n) JUSTICEWORKS YOUTHCARE INC. warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999 (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 36, item E10).

o) JWYC will employ certified Special Education teachers for the program.

p) In accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth on page thirty seven (37), item 12, JERSEY SHORE SCHOOL DISTRICT shall set forth its internal policies to identify those JERSEY SHORE SCHOOL DISTRICT students who are eligible for the JWYC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c). A true and correct copy of the JERSEY SHORE SCHOOL DISTRICT internal policies are attached hereto and incorporated herein as Exhibit "D" (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item E12).

q) JUSTICEWORKS YOUTHCARE INC. warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding JWYC's operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item F).

r) Upon written request by JERSEY SHORE SCHOOL DISTRICT, JWYC shall provide to JERSEY SHORE SCHOOL DISTRICT, within ten (10) days after JWYC's written receipt of same, duly notarized as true and correct copies of the original permits, licenses and/or approvals set forth in paragraphs 5(a) and 5(b). Further, to the extent that JWYC does receive written permits, licenses and/or approvals regarding the provisions of paragraphs 5(c) 5(d) and 5(e), duly notarized as true and correct copies of the original permits, licenses and/or approvals shall be provided upon request to JERSEY SHORE SCHOOL DISTRICT.

s) SPECIAL EDUCATION PROVISIONS - JWYC will provide (a) certified Special Education teacher(s) to monitor any Special Education requirements.

6. CHALLENGES: JUSTICEWORKS YOUTHCARE INC. confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the JWYC Act 48 Program and/or the actions of JWYC as the Private Alternative Education Institution ("PAEI"). The JERSEY SHORE SCHOOL



DISTRICT and the JERSEY SHORE SCHOOL DISTRICT Board of School Directors shall not be liable for any activity or operation related to the PAEI.

7. **INSURANCE:** JUSTICEWORKS YOUTHCARE INC. and JERSEY SHORE SCHOOL DISTRICT agree to provide mutual proof of liability and risk insurance in an amount equal to or greater than \$1,000,000.00 which names each other as an additional insured and is deemed acceptable by JWYC, the JERSEY SHORE SCHOOL DISTRICT and the JERSEY SHORE SCHOOL DISTRICT Board of School Directors. For purposes of this Agreement, a well- rated insurance carrier, protected by the Pennsylvania Guaranty Fund or other deemed secure and stable by another similar and well recognized stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, JWYC agrees to provide at all times during the term of this Agreement and to maintain worker's compensation insurance. JWYC does not have any volunteer employees, but to the extent any volunteers are utilized by JWYC, JWYC shall procure mutually acceptable volunteer insurance. JWYC and JERSEY SHORE SCHOOL DISTRICT further agree to provide each other with proof of said insurance during the entire term of this Agreement, which shall include a Certificate of Insurance naming both entities as additional insured and setting forth the respective applicable insurance coverage and the policy term.

8. **INSOLVENCY OF SCHOOL DISTRICT:** If JERSEY SHORE SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of JWYC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to JWYC within ten (10) days. If said payment is not received, all JERSEY SHORE SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at JWYC and said records shall be forwarded by JWYC to JERSEY SHORE SCHOOL DISTRICT. If said payment is received, the matriculated JERSEY SHORE SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.

9. **ACCESS:** JUSTICEWORKS YOUTHCARE INC. agrees that the JERSEY SHORE SCHOOL DISTRICT shall have access, at mutually agreeable dates and times, to the records and facilities of the PAEI to ensure that the PAEI is in compliance with Act 48 and all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances.

JERSEY SHORE SCHOOL DISTRICT agrees that JWYC shall have access, at mutually agreeable dates and times, to the records and facilities of JERSEY SHORE SCHOOL DISTRICT to ensure that JERSEY SHORE SCHOOL DISTRICT is in compliance with ACT 48 and all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances.

10. **TERMINATION - JERSEY SHORE SCHOOL DISTRICT:** JWYC agrees that the JERSEY SHORE SCHOOL DISTRICT retains the right to terminate this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by JWYC, for any of the following reasons:

- a) One or more material violations of this Agreement;
- b) Failure to timely comply with JERSEY SHORE SCHOOL DISTRICT requests for information regarding any matriculated students, or failure to cooperate with JERSEY SHORE SCHOOL DISTRICT staff regarding matriculation procedures set forth herein;
- c) Violations of any provision in Act 48 of the Pennsylvania School Code;
- d) Violations of any provisions of state or federal law from which JWYC has not been exempted;

11. **TERMINATION - JUSTICEWORKS YOUTHCARE INC.** retains the right to terminate or not to renew Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by JERSEY SHORE SCHOOL DISTRICT, for any of the following reasons:

- a) One or more material violations of this Agreement;
- b) Failure to timely comply with JWYC requests for information regarding any matriculated students, or failure to cooperate with JWYC staff regarding matriculation procedures set forth herein;
- c) Failure to make any payment hereunder or pay any JWYC invoice when due;



- d) Violations of any provision in Act 48 of the Pennsylvania School Code;
- e) Violations of any provisions of state or federal law from which JERSEY SHORE SCHOOL DISTRICT has not been exempted;
- f) The JERSEY SHORE SCHOOL DISTRICT or the JERSEY SHORE SCHOOL DISTRICT Board of School Directors has been indicted for and convicted of fraud;
12. COMPLIANCE - STATE REGULATIONS: JUSTICEWORKS YOUTHCARE INC. agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). JERSEY SHORE SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. agree that they shall comply with all applicable Special Education requirements in accordance with State and Federal Law.
13. ASSIGNMENT: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement may not be assigned by JWYC or JERSEY SHORE SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the JERSEY SHORE SCHOOL DISTRICT.
14. COMPLIANCE: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government;
15. SEPARABILITY: JUSTICEWORKS YOUTHCARE INC. agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.
16. MISCELLANEOUS: This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under paragraphs 11 or 12 of this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:
17. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by JWYC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by JWYC shall be construed, respectively, to be a waiver of JWYC's rights or to represent any agreement by JWYC to undertake or perform such act or matter thereafter.
18. NONDISCRIMINATION: JWYC agrees that the PAEI will abide by all federal and state laws prohibiting discrimination admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religious ancestry, need for special education services, subject to JWYC's right to receive waivers from the same or JWYC's rights of noncompliance as set forth in Act 48 or other legal standard.



IN WITNESS THEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:

Jersey Shore School District Representative

ATTEST:

JusticeWorks YouthCare

1500 Ardmore Blvd.

Suite 410

Pittsburgh, PA 15221

BY: _____
JusticeWorks YouthCare's Authorized Signatory

PRINT NAME/TITLE

MEMORANDUM OF UNDERSTANDING

Between

Pennsylvania College of Technology

And

Jersey Shore Area School District

PENN COLLEGE NOW CONCURRENT ENROLLMENT PARTNERSHIP

The Penn College NOW program enables qualified secondary students to enroll in Pennsylvania College of Technology courses at their secondary school or career and technology center (CTC) during the regular school day. Penn College NOW students earn secondary credit and transcribed college credit concurrently. Qualified, approved secondary teachers work with Penn College NOW faculty liaisons to deliver courses to qualified students. Penn College NOW courses are tuition-free to the student.

The following statements are mutually agreed upon as conditions of partnership by the administration of Jersey Shore Area School District and the President of Pennsylvania College of Technology on behalf of the Penn College NOW program:

STATEMENTS OF ACCESSIBILITY

- Penn College NOW courses must be offered at no tuition cost to students (*Procedure PR4.48.X.A*). If Jersey Shore Area School District requires that participating students pay for their own books/materials, Jersey Shore Area School District will determine criteria for "financial assistance" (such as student participation in free or reduced lunch programming or other known financial hardship). If a student meets these criteria, Jersey Shore Area School District will provide these materials to the student at reduced or no cost (*Procedure PR4.48.VIII.G*). **No student may be denied enrollment in Penn College NOW courses due to lack of financial resources.**
- Students with documented educational needs should be provided with reasonable accommodations during placement testing and course participation. *In providing academic accommodations, Jersey Shore Area School District and Pennsylvania College of Technology are not required to lower or make substantial modifications to essential course requirements and do not have to make modifications that would fundamentally alter the nature of service, program, or activity, or would result in undue financial or administrative burdens (Procedure PR4.48.VI.C).*
- The Jersey Shore Area School District will absorb reasonable costs (such as for a substitute, transportation, etc.) to ensure that all participating Penn College NOW students visit Pennsylvania College of Technology's campus one time per school year. Jersey Shore Area School District will work with Penn College NOW staff and faculty liaisons to plan a mutually agreeable date and agenda for visits.

PROGRAM ADMINISTRATION

- Pennsylvania College of Technology will determine and approve the list of Penn College NOW courses offered to secondary partners (*Procedure PR4.48.III.A*).
- Jersey Shore Area School District will identify appropriate Penn College NOW courses for which there is a potentially qualified teacher available, adequate equipment, laboratory/classroom space, and student interest (*Procedure PR4.48.III.B*) at the secondary site.
- Jersey Shore Area School District will identify a point of contact (POC), who will manage all administrative processes and procedures at the partner site, and communicate with parents and students on behalf of the Penn College NOW program (*Procedure PR4.48.II.A*). It is not appropriate for a Penn College NOW secondary teacher to act as POC.
 - Student and parent communication regarding Penn College NOW courses will be handled exclusively through the POC except in instances of student academic dishonesty, where Pennsylvania College of Technology's Academic Dishonesty Policy and Procedure will be followed (*Procedure PR4.48.II.A*).
 - The Jersey Shore Area School District POC will attend two (2) Partners' Meetings per year and provide relevant parties at the partner site (including students, parents, secondary teachers and administration) with information about the Penn College NOW enrollment process, procedural changes, course additions, etc.
- The Jersey Shore Area School District POC will communicate course/teacher additions/deletions to Penn College NOW staff according to deadlines for the current school year.
- Penn College NOW staff will provide the POC with application and course enrollment materials and coordinate with him/her to establish application and enrollment timelines.
- Penn College NOW staff will provide new partners and/or new POCs for current partners with a New Partners' Workshop to facilitate transition into the program.
- Pennsylvania College of Technology and Penn College NOW staff will make every effort to participate in parent/guardian/student events at the request of the Jersey Shore Area School District POC.
- College representatives (i.e. faculty liaisons, admissions counselors or other College Transitions staff) will visit the secondary institutions on a regular, advertised schedule and will directly communicate other Penn College opportunities to students and parents (*Procedure PR4.48.II.B*).
 - The faculty liaison will visit the secondary institution classroom (in person or virtually) at least once each year to assess adherence to Penn College standards. A report of the visit will be provided to College Transitions (*Procedure PR4.48.IV.E*).
- Jersey Shore Area School District will include the exact Jersey Shore Area School District, course number, and course description from the Pennsylvania College of Technology

catalog in scheduling materials and will clearly state that the course is a Pennsylvania College of Technology course (*Procedure PR4.48.III.D*).

- Jersey Shore Area School District will include a link to the Penn College NOW homepage on the school/CTC website.
- Where general education courses are offered (i.e. English, mathematics, social sciences, physical sciences), Jersey Shore Area School District must also offer an equal or greater number of technical or program-specific courses.

QUALITY ASSURANCE

- Pennsylvania College of Technology will maintain high quality standards, providing a nationally accredited concurrent enrollment program that meets the guidelines established by the National Alliance of Concurrent Enrollment Partnerships (NACEP) (*Policy P4.48.F*).
- Pennsylvania College of Technology will provide secondary partners with a program manager to facilitate the Penn College NOW program.
- As part of the national accreditation process, Jersey Shore Area School District will facilitate the completion of online evaluation surveys for various educators, points of contact, current Penn College NOW students, and graduates (*Procedure PR4.48.IV.D*).
- To ensure that Penn College NOW courses mirror Penn College courses in scope and objectives, The Jersey Shore Area School District will provide College faculty liaisons and/or Penn College NOW staff with reasonable access to the Penn College now secondary teacher and classroom at least once per year.

SECONDARY TEACHER QUALIFICATION

- Penn College faculty liaisons and academic school deans will assess/approve all potential Penn College NOW secondary teachers for program eligibility using the same criteria as those used for on-campus adjunct faculty for that department (*Procedure PR4.48.V.A*).
- Jersey Shore Area School District will submit updated resumes, official or unofficial postsecondary transcripts and current certifications (including teaching and/or industry credentials) for potential Penn College NOW secondary teachers.

First-year teachers, or veteran teachers in their first year at a partner site, are not eligible to teach with Penn College NOW.

- The Jersey Shore Area School District will provide Penn College faculty liaisons and Penn College NOW staff with reasonable access to the secondary teacher to permit observation as part of the assessment process.
- Penn College NOW staff will communicate assessment results to the secondary partner.
- If a Penn College NOW secondary teacher is not meeting Penn College standards, eligibility may be rescinded after reasonable effort is made to correct deficiencies

(Procedure PR4.48.III.C); see "INACTIVE STATUS" for additional information.

- In the event that a secondary teacher must leave his/her position for three weeks or more, Jersey Shore Area School District POC will immediately inform Penn College NOW staff to determine a course of action.
- The Jersey Shore Area School District POC will notify the Penn College NOW office immediately when an approved instructor is otherwise anticipated to vacate his/her Penn College NOW duties.

Please note: A new or replacement teacher is ***not*** automatically eligible to teach with Penn College NOW. All potential teachers undergo the same assessment process, and approval is not guaranteed.

SECONDARY TEACHER PROFESSIONAL DEVELOPMENT

- Penn College NOW staff will provide required discipline-specific, yearly professional development (on several dates and with deference to statewide testing and common secondary events) to Penn College NOW secondary teachers (*Procedure PR4.48.IV.F*).
 - Yearly professional development is a requirement for all secondary teachers and all Penn College NOW courses.
- The Jersey Shore Area School District will absorb reasonable costs (such as for a substitute, mileage reimbursement, travel accommodations) to ensure that Penn College NOW secondary teachers attend one day per academic year of required professional development in their specific discipline.
- If, after unsuccessful attempts to accommodate attendance, the secondary teacher has not attended professional development, the teacher will be ineligible to teach the Penn College NOW course for one school year (*see also "INACTIVE STATUS"*). Requalification occurs when the teacher attends professional development as required for the following year.

CONSISTENCY AND QUALITY OF COURSEWORK

- Pennsylvania College of Technology will provide a faculty liaison for the secondary teacher, who will work with him/her to ensure that the secondary Penn College NOW course is the same as the Penn College course in scope, objectives, materials, and activities (*Procedure PR4.48.IV.A*).
 - Either through informal meetings or planned professional development activities, the faculty liaison will share course approaches, philosophy, and copies of materials (including laboratory exercises, assessments, and grading standards) with the Penn College NOW secondary instructor (*Procedure PR4.48.IV.C*).
- The faculty liaison will assess secondary teacher/student access to specialized materials, equipment, and/or facilities needed to offer the Penn College NOW course and may approve/deny based on availability of requirements (*Procedure PR4.48.IV.B*).

- The secondary teacher will work with the faculty liaison to develop a course calendar (which reflects at least the minimum number of Penn College course hours and Jersey Shore Area School District's instructional calendar) and a syllabus (which reflects the same scope, objectives, materials, and activities as the Penn College course; *Procedure PR4.48.III.C, PR4.48.IV.B*).
- If Jersey Shore Area School District has a weighted GPA system, Jersey Shore Area School District will assign weights comparable to honors/ advanced/Advanced Placement for Penn College NOW courses (*Procedure PR4.48.III.D*).
- The Jersey Shore Area School District will follow Penn College's procedures for grading and reporting Penn College NOW grades. Secondary teachers may be required to use the College's course management system (such as PLATO) at the discretion of the faculty liaison; failure to do so can result in the course and/or teacher being withdrawn from the Penn College NOW program.
- The faculty liaison will create and grade the final exam for the course, with the option to jointly grade other key assignments at liaison's discretion. The Penn College NOW course grade will be computed using the same formula as the on-campus sections of the course. A student's Pennsylvania College of Technology transcript grade (Penn College NOW grade) may be different than the grade on the secondary transcript (*Procedure PR4.48.IV.D*).
 - The secondary teacher may supplement Penn College NOW course content with additional graded materials, which only count as part of the secondary grade; only Penn College NOW materials comprise the Penn College transcripted grade.
 - The secondary teacher must use the Penn College final exam for the Penn College NOW course.
 - *Please note:* The practice of awarding college credit for secondary courses is not consistent with the program's national accreditation standards.
- Penn College NOW staff will provide the Jersey Shore Area School District POC with a listing of ISBN numbers of required textbooks for approved courses, but Jersey Shore Area School District will assume responsibility for ordering and handling payment for required textbooks and instructional supplies (*Procedure PR4.48.VIII.F*).
- Students must follow established procedures for dropping or withdrawing from a Penn College NOW class. Withdrawal/Drop dates for the current school year will be provided to all secondary partner points of contact and teachers well in advance of deadlines; Penn College NOW staff will notify all points of contact and teachers of the withdrawal date for students within two weeks of the deadline.

STUDENT ELIGIBILITY AND PARTICIPATION

- Secondary students who participate in the Penn College NOW program must meet the following criteria:

- Possess "junior" or "senior" status for the participating school year, or possess "sophomore" status for the participating school year if enrolling in a sophomore-approved course (*Policy P4.48.G*).
- Complete the Penn College NOW application (online only).
- Take the required reading placement exam and pass with a score of 10.7 for the Nelson-Denney Reading Test or 68+ on the Accuplacer Reading Comprehension Test (*Procedure PR4.48.VII.A*).
 - Additional math and/or English testing may be required for particular courses.
 - Mathematics and English testing requirements are defined by the official course description in the online College Catalog and are provided to the Jersey Shore Area School District POC (*Procedure PR4.48.VII.A*).
 - Accommodations for placement testing are provided based on a verbal history of testing accommodations as identified in a valid IEP or 504 plan, which do not challenge the academic integrity of the placement exam (*Procedure PR4.48.VI.D*). Please call College Transitions with questions about placement test accommodations.
- Complete any required prerequisites or complete the prerequisite waiver form (*Procedure PR4.48.VIII.E*).
- Enroll in any required co-requisites or complete the co-requisite waiver form (*Procedure PR4.48.VIII.E*).
- Jersey Shore Area School District will ensure that students who are enrolled in Penn College NOW courses meet the eligibility criteria outlined above.
- Secondary partners retain the right to add eligibility requirements for Penn College NOW courses in addition to Penn College eligibility requirements, not to include a student financial requirement (*Policy P4.48.H*).
- Pennsylvania College of Technology will provide enrolled Penn College NOW students with information on Penn College student services and reasonable access to college resources and facilities, including access to the Student Information System (SIS).
- Penn College NOW students will follow Penn College's Academic Dishonesty Policy and Procedure for any matter related to academic dishonesty in a Penn College NOW course (*Policy P4.48.I*).
- Penn College NOW students will follow their secondary institution's student code of conduct policy and complaint procedures in all non-Penn College NOW related matters (*Policy P4.48.J*).

INACTIVE STATUS

- A secondary partner or teacher whose status is "INACTIVE" may not offer Penn College NOW courses for one full academic year *and* must meet minimum program requirements set forth in the memorandum of understanding and/or via an individualized action plan in order to regain active status.
 - Such program requirements may pertain to required yearly professional development, attendance at program meetings, appropriate application and placement testing procedures, or other Penn College NOW requirements as outlined in this document.
- A secondary partner achieves "INACTIVE" status for one academic year when one of the following occurs:
 - The POC or other appropriate alternate fails to attend at least one Partners' Meeting in an academic year.
 - The POC or other appropriate alternate fails to attend two or more consecutive Partners' Meetings.
 - A secondary partner has not offered any Penn College NOW courses in one academic year and does not intend to do so in the subsequent year.
 - A secondary partner has not facilitated a student visit during more than one academic year and/or has not initiated a plan to do so with Penn College NOW staff.
 - A secondary partner has failed to remit payment by the deadline.
- A secondary teacher achieves "INACTIVE" status for one academic year when one of the following occurs:
 - The teacher does not attend required yearly professional development for a Penn College NOW course.
 - Fifty percent (50%) or more of the enrolled students in a teacher's Penn College NOW section are withdrawn or fail for two consecutive academic years.

TERMINATION OF PARTNERSHIP

This agreement will become effective upon the signatures of both parties and will remain in effect so long as both parties meet the conditions herein and wish to continue partnership. Per Pennsylvania College of Technology procedure, both parties must sign this memorandum of understanding prior to offering a Penn College NOW course at the secondary institution (*Procedure PR4.48.A*).

- A Penn College NOW partner may initiate termination of partnership at any time by submitting written notification to the Manager of College Transitions.

- Penn College NOW reserves the right to terminate partnership with any partner that has maintained "INACTIVE" status for two consecutive academic school years. Refer to INACTIVE STATUS section (p.7 of this document) for status explanations.
- If a terminated partner wishes to rejoin, it may do so as a "new partner," which will require a new memorandum of understanding and the completion of all new partner procedures along the existing timeline at program discretion.

FERPA

- As part of the concurrent enrollment partnership, Penn College and Jersey Shore Area School District may share education records of students concurrently enrolled in their respective education programs to fulfill the underlying purposes of this Memorandum of Understanding in compliance with the requirements of the Family Educational Rights and Privacy Act ("FERPA") and its implementing regulations. Such FERPA compliance shall include, but not be limited to:
 - Appropriate notifications to the students and/or their parents that education records are being shared in compliance with 34 C.F.R. § 99.34; and
 - Penn College and Jersey Shore Area School District are not disclosing any education records it receives from each other to a third party without complying with 34 C.F.R. § 99.33.

PAYMENT

- *For new partners:* Jersey Shore Area School District agrees to pay the Intent to Offer fee of \$200 as a condition of initial partnership on or before July 1 of the calendar year prior to offering a course. Payment after July 1 will result in Jersey Shore Area School District being moved to the following academic year to begin partnership.
- *For existing partners:* Pennsylvania College of Technology will invoice Jersey Shore Area School District each spring for an annual Partnership Fee determined by the number of courses Jersey Shore Area School District offered during that year. The fee schedule will be determined annually for the subsequent year and communicated to the POC no later than February 1 each year. Partners will receive their bill by August 1; payment is due by August 31. Failure to remit payment by August 31 will result in the Penn College NOW program being discontinued at Jersey Shore Area School District for that academic year (*Procedure PR4.48.I.B, C*).

SIGNATURES

Signature below indicates acceptance of and adherence to the conditions of partnership outlined in this memorandum of understanding.

A. On Behalf of Jersey Shore Area School District:

Administrative Representative Signature

Date

Title

Administrative Representative, Printed

B. On Behalf of Pennsylvania College of Technology:

President Davie Jane Gilmour, Ph.D., Signature

Date



Book	Board Policy Manual
Section	900 Community
Title	Sponsorships and Advertising
Number	913.1
Status	

Legal

1. Pol. 610
2. [65 Pa. C.S.A. 1101 et seq](#)
3. [20 U.S.C. 1232h](#)
4. Pol. 216
5. Pol. 218
6. Pol. 218.1
7. Pol. 218.2
8. Pol. 248
9. Pol. 249
10. Pol. 815
11. Pol. 913
12. Pol. 246
13. Pol. 808
14. Pol. 105
15. Pol. 111
16. Pol. 235.1
17. Pol. 304
18. Pol. 004
19. Pol. 003
20. Pol. 006
21. Pol. 620
22. Pol. 818
23. Pol. 103
24. Pol. 103.1
25. Pol. 104
26. Pol. 348
27. Pol. 109
- 24 [P.S. 510](#)

Adopted

April 23, 2012

Last Revised

August 10, 2015

Purpose

The Board recognizes that schools provide for a potential market for commercial activities; however, it is important the district protect students and parents/guardians from exploitation and ensure commercial activities shall not interfere with the educational program. The Board recognizes that in certain instances, and with certain limitations, it may be in the best interest of the district to enter into sponsorship and advertising relationships with outside entities for a fixed period of time.

Furthermore, the Board acknowledges that district facilities are publicly funded and that students and employees shall be shielded from overt commercial activity, particularly in the classroom environment. Consequently, the Board recognizes that entering into sponsorship and advertising arrangements involving the use of district facilities or that in any way impact students and employees involves ethical and legal concerns. The purpose of this policy shall be to provide procedures and guidelines for permitting sponsorships and advertising in a manner supportive of the district's overall mission of enhancing curricular and extracurricular activities, while protecting the interests of the district, its students and employees.

Authority

The Board adopts this policy and authorizes that all sponsorships and advertising arrangements shall require prior approval. School organizations, sponsors and advertisers shall agree to abide by the policies and administrative regulations of the district.

Delegation of Responsibility

The Board shall have the authority to review and approve all sponsorship and advertising arrangements.

The Board shall review all proposed sponsorship and advertising contracts. As part of the review process, additional competitive vendors may be contacted to determine if they wish to participate in the possibility of advertising and/or entering into a corporate-sponsored contract.[19][20]

Definitions

Advertisement - any payment of money or other economic benefit to a school or to the district that requires visual, audio, video or electronic placement of a name, slogan or product message on a district property or in a district publication. The term advertisement shall not include traditional fundraising activities, nor apply to outright gifts to which no quid pro quo shall be attached.

Sponsorship - any payment of money or other economic benefit to a school or to the district for the support of a program in exchange for recognition.

Electronic Media - electronic media shall mean any type of medium used for instruction that happens during the school day, or any program shown during the school day, requiring the use of electronic equipment, such as, but not limited to, televisions, video equipment, computers or movie projectors.

Exclusivity - an exclusive arrangement to sell, vend or advertise a product or service in schools shall be one where the district enters into a contract to make one (1) product available to students and the contract specifically forbids the sale of a competitor's product in the same school or district.

Guidelines

Upon collection, all proceeds from the sale of advertising and sponsorships shall be deposited into a designated fund within the district's General Fund.[21]

Students shall not be required to read, listen or be subjected to commercial advertising in the classroom or in school-provided materials in curriculum-related activities, with the exception of instances where commercial advertising materials shall be germane to the curriculum. In such case, commercial advertising materials may be used in a curricular setting for instructional purposes only.

Advertising and/or sponsorship opportunities for the district shall be subject to certain restrictions in keeping with the standards of good taste and shall model and promote positive values for our

students. As such, no advertising or sponsorship shall be allowed that reflects poor taste, fails to promote positive values for students or otherwise may be prohibited by law, including, **but not limited to**, materials falling within the following categories:

1. Promotes hostility, disorder or violence.
2. Attacks ethnic, racial or religious groups.
3. Shall be libelous.
4. Violates the rights of others.
5. Inhibits the functioning of the school.
6. Overrides the school's identity.
7. Promotes any political candidate or political organization.
8. Promotes the use of drugs, alcohol, tobacco or weapons.
9. Promotes any religious organization.
10. Shall be lewd, obscene or vulgar.

All sponsorship and advertising agreements shall be subject to the following terms and conditions:

1. Schools and educators shall hold sponsored and donated materials to the same standards used for the selection and purchase of curriculum materials.
2. Where the sponsorship involves signage, the organization that erects the sign(s) bears full responsibility for all costs and expenses associated with the procurement, erection, maintenance and dismantling of the sign(s).
3. Any sponsorship or advertising proposals contemplating permanently or semi-permanently affixing a sign, name or logo to any district facility, including but not limited to a building, press box or scoreboard, shall be submitted in writing and require Board approval. The Board may limit the total number of signs that may be erected at any one time, so as to minimize distractions or the over-commercialization of the school environment.
4. Any sign that shall be determined by a township Zoning Officer to be out of compliance with local zoning ordinances shall not be permitted to be erected, and, if erected, shall be removed by the responsible organization at cost.
5. Advertising leases shall include a statement that advertising on school property shall not be construed as an endorsement by the district of the product or service being advertised.
6. All contracts between the district and sponsors for the erection of advertising signs shall include a provision that the sponsor waive in advance, and indemnify the school district for, any claims which may arise as a result of the erection, maintenance or removal of signs.
7. Advertising agreements and sponsorship relationships shall not limit, in any way, the district, schools and employees, in exercising discretion and judgment in any curricular or extracurricular activity.
8. Contracts and/or lease agreements shall include a provision allowing the Board to terminate the contract and/or lease agreement if it shall be determined by the district to have an adverse

impact on the district's image, reputation, programs, services or activities.

9. All public-private sector sponsorship and/or advertising arrangements shall be consistent with all labor contracts, competitive bid requirements and all applicable federal, state and local laws, rules and regulations.[1][22]

10. A sponsorship and/or advertising written agreement term shall be determined by the Board, with a recommendation from the administration.

A sponsorship or advertising arrangement shall not result in any direct pecuniary benefit to any district employee or Board member, members of their immediate family, or businesses with which such members shall be associated, in accordance with law.[17][18][2]

Advertising in Electronic Media

Except for planned instruction that have specific lessons related to advertising, the district students shall not be required to observe, listen to or read commercial advertising in the classroom.

The district shall not enter into any contract to obtain electronic equipment or software obligating the district to expose students to advertising directed at students during school time or at home while completing school assignments. The Board reserves the right to approve exceptions on a case-by-case basis.[10][27]

The district shall not enter into any contract to obtain electronic equipment or software obligating the school to post information regarding procedures or events on electronic media that contain advertising directed at students.

The district shall not enter into any contract for electronic media services where directory information shall be collected from the students by the providers of the services in question, in accordance with Board policy.[4]

Advertising on the District Website

The district website shall not be utilized for advertisement or promotion of commercial interests or nonprofit agencies or organizations online.

Exclusive Vending Agreements

The district shall not enter into exclusive agreements with vendors that require increased consumption of food or beverages served to or purchased by students in district facilities.[12][13]

Students shall not be utilized as agents for any district-wide vendors in an exclusive arrangement to sell products or services to the community at large.

When the district asks students to purchase required educational supplies, it reserves the right to recommend to students specific products for purchase.

The district shall not enter into any agreement with a vendor or business entity that requires students to carry a card used for school identification and/or to gain access to student services, when that card may be used to gain access to private services provided by the vendor or business entity.

Sponsored Educational Materials and Advertising in Curriculum

The district shall not purchase curriculum materials that contain promotional information regarding a

vendor or business entity that shall be irrelevant to the lesson being taught in the content of the curriculum and that shall not be incidental to materials established by the district.[14]

Teachers in the district shall not use identifiable brand names or logos in planned instruction unless deemed related to the context of the lesson being taught.[15]

Sponsored educational materials, whether purchased by the district or provided free of charge by the sponsor, shall not be used without the prior approval of the Superintendent or designee and/or building principal or designee and in accordance with the following standards:

1. Accuracy -	Statements shall be consistent with established fact or with prevailing expert opinion.
2. Objectivity -	Points of view shall be fairly represented. If the subject shall be controversial, arguments shall be balanced. Any sponsor bias shall be clearly stated and references to differing views shall be made.
3. Completeness -	Materials contain all relevant information and shall not deceive or mislead by omission.
4. Language -	Materials shall be both interesting and readable.
5. Nondiscrimination -	The text and illustrations shall be free of any content that may be considered derogatory toward a particular ethnic group, race or sex.
6. Diverse Representation -	Materials reflect the gender and racial diversity of the students that shall be using them.
7. Noncommercial -	The name and logo of the sponsor shall be solely utilized to identify the source of the materials.

Student Marketing Surveys and Protection of Student Privacy

Students shall not be required to fill out surveys to provide marketing information about their interests and preferences for particular vendors, businesses and products.[16][3]

A list of students' names and/or addresses and telephone numbers may not be released by the district for the purpose of advertising brand name products to students. Similarly, participation in any venture that provides any vendor with the information necessary to generate a list shall be prohibited.[4]

Recordkeeping

The Superintendent or designee shall be responsible for maintaining the following records:

1. A log of all sponsorship contracts and/or lease agreements in effect during the school year. The log shall include the following information from each sponsorship:
 - a. Name and address of the sponsor.
 - b. Date sponsorship contract and/or lease agreement executed and location of contract.
 - c. Authorized signatures on contract.

- d. Contract item.
 - e. List of benefits received by school, including dollar amounts.
 - f. List of sponsorships activities.
 - g. Annual monetary benefit to sponsor, if sponsorship involves product sales.
2. All other records required by the Board for contract execution and procurement of goods and services.

Last Modified by Pamela M Copenhaver on November 30, 2017