

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of August 13, 2018

A. Opening

1. Call to Order: Mr. Craig Allen, Vice 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 and Dr. Jill Wenrich, Superintendent

Others Present: J. David Smith, Esq., Solicitor, Dr. Kenneth Dady, Assistant Superintendent and Isabella Hale, Student Representative

Members Absent: Mrs. Kelley Wasson

3. Pledge of Allegiance

B. Presentations

1. Communications: None

2. President's Report:

a. Committee meeting to review the Courtesy of the Floor policy was held prior to the Board Meeting.

3. Intermediate Unit Report: None

4. Superintendent's Report:

- a. Girls Soccer Boosters - Ellen Keegan
- b. Policy 008 at first reading - Jill Wenrich (Attachment)
- c. Policy 815.1 at first reading - Jill Wenrich (Attachment)
- d. Policy 815.2 at first reading - Jill Wenrich (Attachment)
- e. Policy 124.1 at first reading - Jill Wenrich (Attachment)
- f. Policy 124 at first reading - Jill Wenrich (Attachment)

C. Courtesy of the Floor:

Bob Pryor-Mifflin Twp. – commented on Policy 303.1-Nepotism, previous boards and current board responsibility.

John Shireman-JS Boro – commented on changes to the Courtesy of the Floor policy and Nepotism policy and safety of Middle School children in the woods.

David Becker-Piatt Twp. – commented on the Board and the balance between children and taxpayers.

Justin Wall-Anthony Twp. - commented on public perception, buildings impact on students, Online Learning, FAQ and quote for moving servers.

D. Personnel

1. Personnel Items:

Item c was tabled by Vice President Craig Allen

c. Dana Karichner as Band Front Advisor for 2018-2019 school year.

Motion: A motion was made by John Pecchia and seconded by Harry Brungard to approve Personnel items a., b., d.-q. as listed on the Agenda:

- a. extension of FMLA for employee 2017-18-28 from August 20, 2018 thru September 7, 2018.
- b. disciplinary action for teacher number 2018-19-01.
- d. accepting a letter of resignation from Amy Maneval, ELA Teacher at the Middle School.
- e. appointment of Todd Nagy as In Home Education teacher, effective August 14, 2018 at \$30.00 per hour.
- f. the appointment of Margaret Ortbal to a Music Teacher position, Step B-3 (\$46,900.00), effective August 14, 2018.
- g. an MOU between Jersey Shore Area School District and Reed B. Mellinger. (Attachment)
- h. acknowledgement that Sarah Keim has attained a Master of Education degree with salary increase to be effective for the 2018-2019 school year.
- i. appointment of Brent Wheeland to the CTE - Manufacturing/Engineering Technology Instructor position, Step M-15 (\$75,500.00), effective August 14, 2018.
- j. FMLA from August 20, 2018 through November 12, 2018 for employee 2018-19-02.
- k. appointment of Kristin Botsford as Middle School Head Cheerleading Advisor, at a stipend of \$1,659.20 (80% of full stipend \$2074), effective August 14, 2018.
- l. Logan English as a Volunteer Football coach, effective August 14, 2018.
- m. Margaretta Heimer as a bus aide for Susquehanna Transit.
- n. April Hagenbuch as a bus driver for Susquehanna Transit.
- o. the following as Grade Level Leaders for the 2018-2019 school year, at an annual stipend of \$1000 each:

Second Grade	Mary Engel
Fourth Grade	Erin Bonsell
Fifth Grade	Nicole Allison
- p. the transfer of Donnica Confair from a 5 hour Special Education Aide position at Jersey Shore Area Elementary to a full time Special Education Aide position at Jersey Shore Area Elementary, effective August 14, 2018 at Step 1, \$16,438.00.

- q. appointment of Karen Fausnaught to a Middle School 8th Grade ELA teacher position, Step M 17 (\$83,350.00), effective August 14, 2018.

The vote was a unanimous yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance

1. Finance Items:

Motion: A motion was made by Christopher Fravel and seconded by Mary Thomas to approve the following Finance Items as listed on the Agenda:

- a. authorizing the Business Manager to lock in prices for natural gas with Direct Energy for the next three year period through the Keystone Purchasing Network with confirmation at the next Board meeting.
- b. to transfer \$45,000 from the unassigned fund balance to the committed fund balance per legal settlement. Funds will be committed until June 23, 2022, at which time all remaining committed funds will transfer back to the unassigned fund balance.

The vote was a unanimous yes. Motion carried.

H. Miscellaneous:

1. Miscellaneous Item

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

- a. an agreement between Jersey Shore Area School District and Dr. Richard A. Shillabeer for an Independent Educational Evaluation. (Attachment)
- b. an agreement between Jersey Shore Area School District and Dr. Richard A. Shillabeer for an Independent Educational Evaluation (Speech and Language). (Attachment)
- c. an agreement between Jersey Shore Area School District and Dr. Richard A. Shillabeer for an Independent Educational Evaluation/Occupational Therapy Evaluation. (Attachment)
- d. a Letter of Agreement between the West Branch Drug and Alcohol Abuse Commission and Jersey Shore Area School District effective September 1, 2018 until June 30, 2020. (Attachment)

The vote was a unanimous Yes. Motion carried.

I. Old Business:

1. Discussion Item

- a. Policy 303.1 Nepotism

J. Executive Session: An Executive Session was held beginning at 9:15 p.m. for personal matters after which no business will be conducted.

Meeting resumed at 9:53 p.m.

K. Adjournment

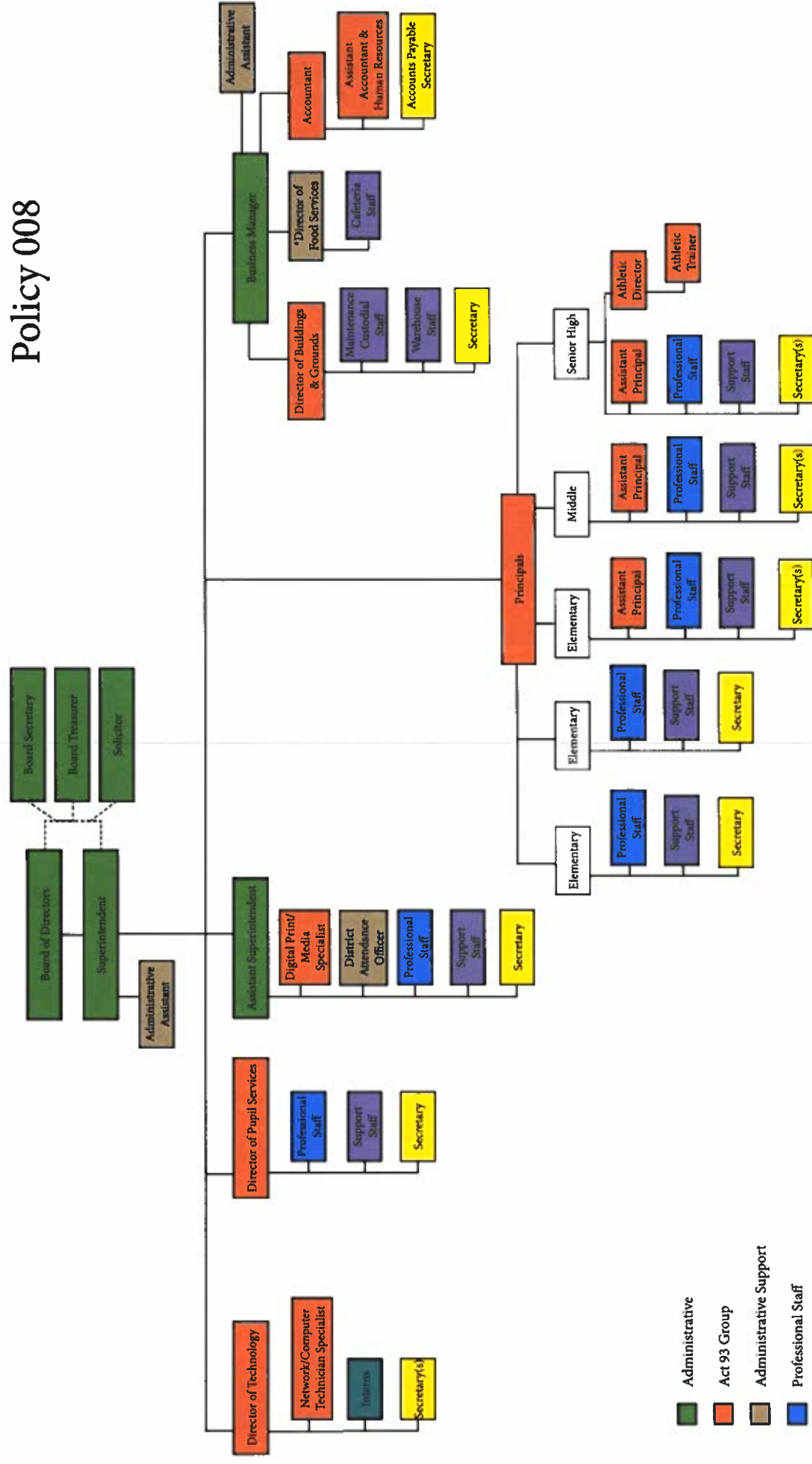
Motion: A motion was made by Harry Brungard and seconded by Merrill Sweitzer to adjourn the August 13, 2018 Regular Board Meeting at 9:54 p.m.

The vote was a unanimous Yes. Motion carried.

Respectfully submitted,

Karen Stover
Assistant Board Secretary

Policy 008



- Administrative
- Act 93 Group
- Administrative Support
- Professional Staff
- Support Staff
- Secretary
- Interns
- *Contracted Services



Book	Board Policy Manual
Section	800 Operations
Title	Student iPad Technology Device Responsible Use Policy and Student/Parent/Guardian Policy
Number	815.1
Status	Active
Adopted	June 26, 2017

Purpose

This **iPad** Responsible Use Policy is intended to promote responsible use and protect students and the school from liability resulting from any misuse of the school-issued **technology device**. The use of **iPad** technology is fundamental to the instruction process. Use of **iPad** technology is required. Technology, on or off campus, must be used in accordance with the mission and philosophy of Jersey Shore Area School District as well as the Acceptable Use of Internet, Computers and Network Resources, Board Policy, 815. A copy of this Board Policy can also be found in the Student-Parent Handbook. Teachers may set additional requirements for use in their respective classes.

The **technology device** and accessories remain the property of Jersey Shore Area School District at all times. Therefore, there is no assumption of privacy. Jersey Shore Area School District reserves the right to inspect student **iPads devices** at any time during the school year. Misuse of **the technology devices** will result in disciplinary action.

Guidelines

Above all, the "Digital Conversion" **iPad** program at Jersey Shore Area School District is an academic program, and the policies governing the use of the **iPad technology device** support its academic use. To maintain the integrity of the **iPad technology** program, all students and parents/guardians are subject to the following conditions of use:

1. **Liability** - The parent/guardian/student is responsible for the cost to repair and/or replace, at the date of loss, the **iPad technology device**, protective case (if applicable), keyboard (if applicable) and all other issued accessories if the property is:
 - a. Not returned.
 - b. Intentionally damaged.
 - c. Lost or damaged because of negligence and/or by not following the procedures established in this policy.
 - d. Stolen, but not reported to school and/or police by end of the next school day. A police report must be filed by the parent/guardian/student if the **iPad device** is stolen.

2. Personal Safety

- a. Users should recognize that communicating over the internet brings risks associated with the lack of face-to-face contact.
- b. Users should carefully safeguard their personal information and that of others.
- c. Users should never share personal information, including phone number, address, social security number, birthday, or financial information, over the internet without parental and/or teacher permission.
- d. Students should never agree to meet someone they meet online in real life.
- e. If the user sees a message, comment, image, or anything else online that makes him/her concerned for his/her personal safety, it should be brought to the attention of school personnel.

3. Netiquette

- a. Users should always use the internet, network resources, and online sites in a courteous and respectful manner.
- b. Users should recognize that, with valuable content online, there is also unverified, incorrect, and/or inappropriate content.

4. Cyberbullying

- a. The National Crime Prevention Council defines cyberbullying as "When the internet, cell phones, or other devices are used to send or post text or images intended to hurt or embarrass another person."
- b. Cyber-Bullying will not be tolerated and is strictly forbidden.
- c. The user should remember that digital activities are monitored and retained.
- d. Report cyber-bullying immediately to school personnel.
- e. Users must be familiar with and adhere to the District's Bullying/Cyberbullying policy, Policy 249.

5. District Acceptable Use Policy - Jersey Shore Area School District's Policy for Acceptable Use of Internet, Computers and Network Resources #815 is to be followed at all times.

6. iPad Technology Device Use, Care, and Routines

- a. ~~Never pile things on top of the iPad device in or out of your backpack, case or carry all. Do not place any objects other than the iPad in the iPad sleeve.~~
- b. Keep the iPad technology device in the district-issued rugged protective case at all times, if applicable.
- c. Do not leave the iPad device out in extreme heat or cold.
- d. Do not leave the iPad device in a vehicle or place it on top of a vehicle.

- e. Keep food, drink, pets, etc. away from the iPad device at all times.
- f. Do not drop the iPad device as the screen is made of glass and will break.
- g. Do not leave the iPad device unattended at any time including during class, extra-curricular activities, lunch, locker room, etc. During lunch, iPads devices are to be kept ~~in lockers or classrooms~~ in a predefined secure location.
- h. Labels, stickers, or screen protectors placed on the iPad device by the technology department shall not be removed.
- i. Do not write on, or place any labels or stickers on, the iPad device or district-issued case.
- j. Do not alter the iPad device in any manner that will permanently change the iPad device.
- k. Do not remove the serial number or identification sticker on the iPad device.
- ~~l. The lock screen picture will remain the school logo with the device name showing. Students may not alter their lock screen picture.~~
- m. Do not lend the iPad device to a classmate, friend, or family member.
- n. Clean the iPad device screen with a soft, dry, anti-static cloth or with a screen cleaner designed specifically for LCD type screens.
- o. Fully charge the iPad device each night with the appropriate A/C adapter.
- p. Do not attempt to repair a damaged or malfunctioning iPad device. All damaged and malfunctioning iPads devices need to be taken to the Library Media Center.
- q. Do not ~~upgrade or~~ change in any way the iPad device operating system.
- r. Do not remove or circumvent the mobile device management system installed on each iPad device. This includes removing restrictions or "jailbreaking" the device.
- s. Do not sync the iPad device with a district or home computer.
- t. Avoid touching the screen with pens/pencils. Use an appropriate stylus.
- u. Students are responsible for the safety and security of their iPad technology device.
- v. Students ~~will~~ may or may not be permitted to take the iPad device home based on school-standard operating procedures (SOP).
- w. ~~Students may not change the "Lock Screen" without permission.~~
- x. Students may not change the "Device Name".
- y. Students may not change or delete ~~and any~~ "Profile" settings.
- z. All accessories will be unplugged from the iPad device and secured into the school issued protective case or sleeve, if applicable, when it is moved or in transit to another location. ~~When the iPad is moved or in transit from one location to another, it needs to be inserted into the issued protective sleeve, if applicable.~~

7. Email and District Apple ID for Students - Purpose: All students will receive an individual email account. With these accounts, students will have access to educational applications, which include productivity and instructional tools and much more. All iPads technology devices will need to be set

up with email so students can quickly and easily send messages and schoolwork to teachers. This setup will happen during orientation, and the email required to remain on the iPads devices through the course of the school year. All official JSASD electronic communications will be sent via the JSASD student email.

a. The effective use of email will:

- i. Develop 21st Century Communication Skills.
- ii. Allow students to develop positive professional relationships with peers and staff.
- iii. Assist in collaboration skills required in careers and higher education settings.

b. Guidelines and Reminders

- i. School email accounts should be used for educational use only.
- ii. Students should only have their school email account set up on their iPad device. No other personal email accounts should be set up on the iPad device.
- iii. ALL communication from students to teachers must be on their school issued email account or through the district's instructional management system. Personal accounts are not an acceptable means of communication with teachers.
- iv. Email transmissions at school are subject to inspection by teachers and/or administrators as deemed necessary.
- v. All email and contents are property of the Jersey Shore Area School District.
- vi. Only the authorized user of the account should access, send, and/or receive emails for the account.
- vii. Passwords should be protected and never shared with other students.
- ~~viii. Email accounts should be set up so that the email can be blind copied (bcc) to the student.~~

c. Examples of Unacceptable Use

- i. Non-educational related forwards (e.g. jokes, chain letters, images).
 - ii. Harassment, cyber-bullying, profanity, obscenity, racist terms, hate mail.
8. Camera - Purpose: Each student iPad device is equipped with a digital camera feature. The camera will allow students to utilize a 21st century tool to develop 21st century learning skills. This feature will be used for educational purposes only. iPads Devices may not be brought into restrooms, locker rooms, or other changing areas. iPads Devices may not be taken to Physical Education classes or other events where physical damage to the iPads devices would be likely to occur without permission from the teacher. These restrictions are for both sanitation and social health reasons. Inappropriate pictures/video of yourself (selfies) are prohibited.

a. Examples of Acceptable Use

- i. Recording and/or taking pictures for project-based learning assessments.

- ii. Assisting in ensuring accurate notes are taken in class.
- iii. Submitting work digitally.
- b. Students are not allowed to take any pictures/video of staff and/or students without expressed permission by those individuals. Any violation of this policy will result in discipline measures.

9. Listening to Music

~~a. While at school, music apps will be available on student iPads for academic uses only.~~

- b. Streaming music is not allowed at school without permission from the teacher. Music must be appropriate for an educational environment.
- c. Users must follow copyright and other applicable laws.

10. Watching Movies

- a. Watching movies will not be allowed during school hours.
- b. Video segments required for school use will be allowed on iPads devices with teacher permission.
- c. Students will have access to YouTube with teacher approved video clips being authorized.

11. Games

- a. Students may not play games on the iPad device during school hours unless they are given permission by the teacher AND the game supports education.
- b. The content of any games played at home must be school appropriate.

12. Student Files and Storage - All students should store their files using District approved file storage resources including the approved Learning Management System. Additional data storage, through portable or cloud resources, is at the expense and responsibility of the user. These file storage resources should be setup using the student's JSASD email account and password. If students need additional storage, they can request it via a Help Desk request.

13. Printing

- a. Printing will not be allowed from the iPads devices at school.
- b. If printing is necessary, students must email the document to their school email account or save to their student network account and print from a computer lab.

14. iPad Device Background Image - The lock screen picture background will be used by the School District and cannot be changed. Any picture used as the background for a school issued iPad device must be school appropriate and align with the Acceptable Use guidelines.

15. Plagiarism

- a. Users are prohibited from plagiarizing (using as their own without citing the original creator)

content, including words or images, from the internet.

- b. Users should not take credit for things they didn't create themselves, or misrepresent themselves as an author or creator of something found online.
- c. Research conducted via the Internet should be appropriately cited, giving credit to the original authors.
- d. Users are prohibited from accessing sites that promote plagiarism. These sites should be reported to school personnel.
- e. Plagiarism will be handled according to the school discipline policy on plagiarism. Please see JSASD handbook for the policy.
- f. Users must follow copyright and other applicable laws.

16. Behaviors and Discipline Related to Student iPad device Use

a. Violations are as follows:

Technology Related Behavior Violations	Equivalent "traditional" Classroom
• Failure to bring iPad device to school	• Coming to class unprepared
• Missing cover / protective case	• Not having required supplies
• Email, texting, skypeing, internet surfing, etc.	• Passing notes, reading magazines, games, etc.
• Damaging, defacing, placing stickers, etc. to iPad device	• Vandalism/Property damage
• Using account belonging to another student or staff member	• Breaking into someone else's property, locker/classroom
• Accessing inappropriate material	• Bringing inappropriate content to school in print version
• Cyberbullying	• Bullying/Harassment
• Using profanity, obscenity, racist terms	• Inappropriate language, harassment
• Sending/Forwarding assignment to another student to use as their own	• Cheating, copying assignment, plagiarism
Violations unique to the JSASD Digital Conversion 1:1 Project	
• Not having iPad device fully charged when brought to school at the start of the day	
• Attempts to defeat or bypass the district's internet filter and/or security settings	

- Modifying the district's browser settings or other techniques to avoid being blocked from inappropriate sites or to conceal inappropriate internet activity

- Unauthorized downloading/installing of Apps

- b. Progressive Discipline – The discipline process with the Digital Conversion project will be progressive in nature.

Discipline Steps are as follows:

- i. Verbal warning and parent/guardian contact.
- ii. One (1) afterschool detention and parent/guardian contact.
- iii. Two (2) afterschool detentions and parent/guardian contact.
- iv. One (1) extended detention/one (1) in-school suspension and parent/guardian contact.
- v. Two (2) extended detentions/two (2) in-school suspensions and parent/guardian contact.
- vi. One (1) out-of-school suspension and parent/guardian contact.

17. Examples of Unacceptable Use - Unacceptable use of the iPad technology devices includes, but is not limited to, the following examples:

- a. Using the school network for illegal activities such as copyright and/or license violations.
- b. Using the iPad device as the vehicle for plagiarism.
- c. Unauthorized downloading of apps and/or jail-breaking of the iPad device.
- d. Accessing and/or using websites or materials that are not in direct support of the curriculum and are inappropriate for school.
- e. Vandalizing equipment and/or accessing the network inappropriately. Using and/or possessing programs that are capable of hacking the network.
- f. Gaining unauthorized access anywhere on the network.
- g. Invading the privacy of individual(s).
- h. Using and/or allowing use of another person's login/password to access the network.
- i. Being a passive observer or active participant with any unauthorized network activity.
- j. Participating in cyber-bullying of any person.
- k. Using objectionable language, photos, or other content (e.g. racist, terroristic, abusive, sexually explicit, threatening, stalking, demeaning or slanderous).
- l. Obtaining, modifying, or using user name/passwords of other users.
- m. Modifying files belonging to another student on the network.

- n. Attempting to access or accessing websites blocked by the school's internet filter.
- o. Downloading apps, streaming media, or playing games without permission of an administrator.
- p. Sending and/or forwarding emails that are chain letters, forwards, etc. via school email.
- q. Any use that violates any School District policy.

18. Power Management

- a. Users are responsible to recharge the ~~iPad's device's~~ battery so it is fully charged by the start of the next school day.
- b. Users with no battery life may bring the ~~iPad device~~ to the Library Media Center for charging. Students needing this service will be referred to the office under the progressive discipline clause (see 16b).
- c. Users will forfeit use of the ~~iPad device~~ for the entire time it takes to charge the ~~iPad device~~.
- d. The Library Media Center may lend ~~an iPad a device~~ to a student while the student's ~~iPad device~~ is charging.
- e. Users may pick up or check on the ~~iPad device~~ during passing periods and lunch. Users may not ask for ~~pass-outs permission~~ during class to pick up or check on the ~~iPad device~~.

19. ~~iPad Device~~ Security - Content filtering is present on the school network.

Content Filtering – The Children's Internet Protection Act requires that schools have a content filter in place onsite and the school will make every effort to block inappropriate and objectionable sites. Students are to comply with the School Districts, Acceptable Use Policy on and off school district property. When using the ~~iPad device~~ at home, parents/guardians will supervise the appropriate use of ~~iPad device~~.

20. Damaged and Lost or Stolen ~~iPads Devices~~

- a. Users will report any damaged or lost ~~iPads devices~~ to School Authorities **immediately**.
- b. Users will bring damaged ~~iPads devices~~ to the Library Media Center, and fill out an incident report.
- c. ~~Submit a Help-Desk technology request~~ For any minor troubleshooting, **students should take device to library media center.**
- d. If the ~~iPad device~~ is lost or stolen, the parent/guardian/student is required to file a police report in order to receive a replacement ~~iPad device~~. Otherwise, replacement is the financial responsibility of the student/parent/guardian.
- e. Damaged JSASD ~~iPads devices~~ that are not in a district issued case and/or protective sleeve will be the financial responsibility of the student/parent/guardian, as will any other damage caused by student/parent/guardian as a result of a violation of this policy, or any other policy of the District.

21. Laptop Device Fees/Insurance - Effective beginning the 2017-18 school year,

parents/guardians have the option of purchasing annual, nonrefundable insurance for the iPad device. ~~The annual insurance cost is listed in the table below.~~ Purchasing insurance limits the parents'/guardians'/student's financial liability. If insurance is not purchased, the parent/guardian is financially liable for the full replacement or repair cost as determined by the Principal and/or Director of Technology.

NOTE: Parent/Guardian may not substitute homeowner insurance or other personal insurance for district iPad device insurance.



Book	Board Policy Manual
Section	800 Operations
Title	Student Mobile Digital Device Financial Responsibility
Number	815.2
Status	Active
Adopted	June 26, 2017

Purpose

The Jersey Shore Area School District is embarking on a multi-year initiative to provide a digital device (~~iPad~~) to every student for use in the classroom. In ~~most~~ **some** cases, students will take the devices home with them for research and homework assignments during the school year. The benefits of the Jersey Shore Area School District 1:1 ~~iPad~~ **device** program include:

- Providing instant access to up-to-date information and current events as well as digital books and multimedia resources
- Fostering critical thinking skills to do research that encourages proactive learning
- Strengthening communication skills and literacy
- Availability of multiple collaboration tools
- Individualizing learning for each student
- Preparing students for high school and college work
- Expanding students' working knowledge of effective methods to problem solve and complete tasks

The device, accessories, and all necessary software are provided free of charge but, in accordance with applicable laws, parents/guardians may be held financially responsible for damage, loss, or theft of the device under certain circumstances. These circumstances are more fully described in the ~~questions~~ **section** below.

The District is offering an *optional, voluntary insurance program* to provide financial protection against accidental damage (including screen breakage) of devices. This program is self-funded, and all monies collected will be deposited into a special account to be used for repair or replacement of damaged, lost, or stolen student devices. The purpose of the program is to help offset the cost of a lost or damaged ~~iPad~~ **device** to families, and it can provide significant savings in the event of accidental damage or loss.

TERMS-AND-CONDITIONS:

~~The insurance fees annual cost is "per student."~~

Insurance Fee/Per-Incident Cost	Regular Cost	Reduced Lunch Cost *	Free Lunch Cost *
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Annual Insurance Payment	\$25/first student \$10/each additional student	\$15/first student \$5 each additional student	\$5/first student \$2 each additional student
1 st Incident Deductible	\$20	\$10	\$5
2 nd and Additional Incident Deductibles	\$80	\$50	\$50
*based on confirmed current school year eligibility			

~~*Eligibility determined via the NSLP Free/Reduced Lunch Application Guidelines/Approval Process~~

Insurance Coverage Details:

1. **Damage:** pays for damage to the iPad device on school property or any other location.
2. **Accidental Damage:** Pays for accidental damage caused by liquid spills, drops, falls, and collisions.
3. **Theft:** Pays for loss or damages due to theft; a claim must be made the next school day and must include a copy of a police report.
4. **Fire:** Pays for loss or damage due to fire; a copy of the official fire report from the investigating authority must be included with the claim.
5. **Electrical Surge:** Pays for damage to the iPad device due to electrical surges.
- ~~6. **Vandalism:** Pays for damage caused by vandalism.~~
7. **Natural Disasters:** Pays for loss caused by a natural disaster.

The parent/guardian may not substitute homeowner insurance or personal insurance for School District iPad insurance.

The insurance fee cost is not subject to reduction or refund for partial year participation due to late enrollment in, or early withdrawal from, the school district.

The iPad device insurance enrollment period is from the beginning of the school year through October 15. For new students enrolling in the school district after the October 15 enrollment deadline, the enrollment period will be with the first ten (10) school days after receiving a student device. After the enrollment period, parents/guardians would need to wait until the subsequent school year to opt in and would therefore be fully responsible for damage to their iPad devices.

For incidents covered by optional insurance, parents/guardians will be asked to submit payment of the \$20/\$10 cost share/ (1st incident) or \$80/\$50 cost share/deductible (2nd and subsequent incidents of the insurance deductible) prior to the student receiving a repaired or replaced device. For incidents not covered by optional insurance, parents/guardians will be invoiced for the full cost of repair or replacement.

The cost of insurance will be in accordance with rates established and in effect at the time of the school year in question. These rates may change from time to time.

In the event that invoices are not paid within thirty (30) days, any or all of the following actions may also be taken by the District, until such time as the invoiced amount is paid in full:

- Additional correspondence/contact demanding payment.
- Withholding of student grades and/or transcripts.
- Suspension of discretionary activities for the student.
- Referral to a collection agency.
- Student use of a replacement device would be limited to school (no option for taking device home).

In cases where a replacement device is necessary, the District will decide what type of device will be

provided as a replacement.

~~Current estimated repair/replacement costs WITHOUT insurance:~~

Type of Damage	Estimated Repair/Replacement Costs
Damaged screen or LCD display	\$200
Damaged headphone jack, speaker, or Lightning connector	\$150
Damaged button (home/volume/power)	\$100
Cable replacement	\$20
AC adaptor replacement	\$20
Complete iPad replacement	\$500
Protective sleeve replacement	\$30

Opt-in/Opt-out Process

Parents/Guardians have the option to decide if they want to participate (OPT-IN) in the student **iPad device** insurance program or not participate (OPT-OUT) and assume full responsibility to pay for accessory replacement costs or repair/replacement of a damaged **iPad equipment**.

iPad Device insurance envelopes will be sent home with student(s) the first days of school and will be available after that at each school's main office.

1. Mark on the envelope **with** your **iPad** insurance selection - OPT-IN or OPT-OUT.
2. Fill in the needed information on the **iPad** Insurance Envelope (even if the parent/guardian OPTs-OUT).
3. If Opting-IN, select the cost category (Regular, Reduced Lunch or Free Lunch) and put that amount in the envelope and seal it.
4. Envelopes with parent/guardian decision (OPT-IN or OPT-OUT) are returned to the student's homeroom teacher.

OPT IN - fill out the requested information on the envelope, and submit a check (made out to Jersey Shore Area School District) or money order for the correct amount. The student should return the envelope to his/her homeroom teacher.

OPT OUT - fill out the requested information, sign the envelope. The student should return the envelope to his/her homeroom teacher.

If the insurance envelope is not returned for any reason, the parent/guardian will be considered to not have any insurance coverage.

All insurance claims should be filed with the school's **main-office library media center** on forms that will be made available in each **school-office school's library**.



Book	Board Policy Manual
Section	100 Programs
Title	Jersey Shore Online Learning
Number	124.1
Status	
Cross References	5. Policy 217 4. Policy 137.1 3. Policy 122 2. Policy 212
Adopted	February 10, 2014
Last Revised	June 29, 2015

Purpose

The Jersey Shore Area School District, in cooperation with BLaST Intermediate Unit 17, offers district students the opportunity to enroll in the program of online courses as a means of fulfilling their educational requirements. Jersey Shore Online Learning students are full-time Jersey Shore Area School District students who may participate in academic, co-curricular, athletic, and social activities available to all District students. A student's progress and achievement will be monitored and assessed throughout his/her enrollment in the program.

Jersey Shore Online Learning may also be utilized as an educational program for alternative or disciplinary educational placements.

Definitions

Jersey Shore Online Learning, an online learning program service through BLaST Intermediate Unit 17 and Northeast Intermediate Unit 19 designed to assist local school districts in providing and managing an online learning curriculum.

Delegation of Responsibility

The Superintendent and/or designee(s) shall develop administrative regulations that implement the requirements of this policy, including enrollment procedures, grading guidelines, attendance guidelines, and termination procedures.

Guidelines

Parents/Guardians desiring to enroll their student in Jersey Shore Online Learning as the major source of course work must meet with the Superintendent or designee(s) (Administration, Guidance Counselor, and/or Jersey Shore Online Learning Coordinator) to discuss the program requirements and begin the enrollment process prior to

enrolling into Jersey Shore Online Learning.

The following eligibility and procedures will be followed by the student and/or parent/guardian:

1. The student must be a Jersey Shore Area School District resident in grades **7-12**.
2. Parents/Guardians must follow District enrollment procedures, District policies, and School-district guidelines.
3. Parents/Guardians and student must meet with Jersey Shore Area School District designated personnel to determine a course of study.

The student's progress shall be monitored by the Jersey Shore Online Learning Coordinator. At any time, a student may be required to return to school for lack of course work completed or unsatisfactory grades. [2]

A student may elect, with parental permission, to take part of his/her course requirements through Jersey Shore Online Learning and attend **on-site classes for the** remaining courses.

As a Jersey Shore Area School District student, a Jersey Shore Online Learning student is eligible to participate in interscholastic athletics and any other extracurricular activities, providing eligibility requirements are met. Jersey Shore Online Learning participants who are placed in the program for disciplinary reasons will generally not be eligible for participation in interscholastic athletics or other extra-curricular activities. [3,4]

Students enrolled in Jersey Shore Online Learning must meet the graduation requirements established by the district. The student shall receive a Jersey Shore Area High School diploma and shall be eligible to participate in graduation activities. [5]

Last Modified by Pamela M Copenhaver on August 8, 2018



Book	Board Policy Manual
Section	100 Programs
Title	Alternative Instruction
Number	124
Status	
Legal	<div>1. 24 P.S. 502</div> <div>2. 24 P.S. 1525</div> <div>3. 24 P.S. 1901</div> <div>4. 24 P.S. 1903</div> <div>5. 24 P.S. 1906</div> <div>6. Pol. 217</div> <div>7. Pol. 102</div> <div>8. Pol. 107</div> <div>24 P.S. 1901 et seq</div> <div>22 PA Code 4.41</div>

Authority

The Board may grant credit toward high school graduation for course work successfully completed through approved summer school, correspondence courses, distance **learning, online** courses, dual enrollment and other forms of alternative course work in accordance with this policy.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Delegation of Responsibility

Students shall **submit** to the building principal **a written request for** approval of **each** proposed course and the number of credits sought.

The number of credits assigned to course work taken through an alternative delivery method shall be predetermined by the building principal and/or guidance counselor as part of the approval process before course work is begun.

The student shall receive the same letter grade for high school credit that is assigned by the alternative education resource.

The assigned student grade for successfully completed work shall not be weighted for purposes of computing the student's grade point average, unless prior approval has been granted by the

administrator and/or guidance counselor before the course work was begun.

Grades earned in approved alternative instruction courses may count toward a student's grade point average, class rank and eligibility for athletic and extracurricular activities.

Last Modified by Pamela M Copenhaver on August 10, 2018

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this ____ day of _____, 2018, between the Jersey Shore Area School District (hereinafter the "District") and Reed B. Mellinger (hereinafter "Mellinger").

THE BACKGROUND OF THIS MEMORANDUM OF UNDERSTANDING ("MOU") IS AS FOLLOWS:

WHEREAS, the District entered into an Agreement with the Act 93 employees entitled "Act 93 Plan for the Jersey Shore Area School District" (hereinafter the "Plan"), which sets forth the administrative evaluation and compensation plan for all Act 93 employees for the period of July 1, 2014 through June 30, 2018; and

WHEREAS, Part IV of the Plan outlines the Fringe Benefits for Act 93 employees; specifically, Paragraph 5 of Part IV – Fringe Benefits, details Post-retirement Health Insurance, which is the subject of this MOU; and

WHEREAS, Paragraph 5 of Part IV – Fringe Benefits states:

5. Post-retirement Health Insurance: The School District will pay the cost of the employee's health coverage only (no spousal coverage), minus the full Pennsylvania State Employee's retirement subsidy in effect at the time, until such retiree is eligible for alternative health coverage and the annual co-pay in effect for them at the time of their retirement up to a maximum \$250 monthly. The retiree must meet the following criteria:

- a. The retiree must be 53 years of age or older upon the date of retirement.
- b. The retiree must have at least 7 years of service in the Jersey Shore Area School District.

WHEREAS, Mellinger retired from the District effective June 30, 2018 and his post-retirement benefits are dictated by the Plan; and

WHEREAS, Mellinger intends to work in a position that may provide him alternative health insurance coverage, which pursuant to Paragraph 5 of Part IV – Fringe Benefits, would

disqualify him from participating in the District's health insurance plan after acceptance of said employment; and

WHEREAS, Mellinger has requested that upon no longer being eligible for alternative health benefits provided by a subsequent employer the District permit him to participate in the District's health insurance plan; and

WHEREAS, the District has agreed to permit Mellinger to participate in the District's health insurance plan after subsequent employment so long as he meets the criteria in Paragraph 5(a) and (b) of the Plan; and

WHEREAS, the District and Mellinger wish to memorialize their agreement relative to Mellinger's future participation in the District's health insurance plan, upon such terms as indicated below.

NOW, THEREFORE, the parties enter into this MOU, and they intend to be legally bound hereby as follows:

- 1. Mellinger is a retired Act 93 Administrator currently eligible for Post-retirement Health Insurance pursuant to the Plan.**
- 2. The District agrees to permit Mellinger to participate in the District's current health insurance plan in effect at the time Mellinger is no longer eligible for alternative health benefits provided by a subsequent employer so long as he meets the criteria in Paragraph 5(a) and (b) of the Plan.**
- 3. Mellinger shall be required to pay the same amount for said health insurance benefit at his current cost at the time of signing this MOU, which is \$209.54 per month.**
- 4. Mellinger agrees to provide the District any reasonable proof demanded by the District that Mellinger is no longer eligible for alternative health benefits provided by a**

subsequent employer prior to being permitted to participate in the District's health insurance plan.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, affix their signatures below as of the date first written.

JSASD Board President


Reed B. Mellinger

JSASD Board Secretary

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist/Occupational Therapist

This independent contractor agreement (the "Agreement") is made on this 11th day of July, 2018 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 ("OT") (subcontractor) is a state Registered and Licensed Occupational Therapist.

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

Whereas, DISTRICT agrees to engage PSY/OT as independent contractors and OT (subcontractor) desires to provide Occupational Therapy 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. OT is identified as follows:

Lindsey McLaughlin OTD, OTR/L
License #OC013511
Subcontractor

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 OT 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/OT, 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/OT shall have no claim under the Agreement against the DISTRICT for vacation pay, sick leave, or retirement benefits. PSY/OT 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/OT will periodically submit documentation to the DISTRICT indicating the dates worked by PSY/OT 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 OT 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/OT will be reimbursed for the services within 45 calendar days from the DISTRICT's receipt of the completed IEE OT 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/OT 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 regarding occupational therapy evaluations and recommendations. PSY/OT shall provide the services in accordance with the ethical standards and practices of the American Occupational Therapy Association, the American Psychological Association, and the National Association of School Psychologists.
- B. PSY/OT 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/OT will maintain adequate and current records for individuals to whom PSY/OT provides the services; PSY/OT 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/OT agree not to provide or release any draft versions of the evaluation prior to the completion of the evaluation; PSY/OT 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: 04/01/18 - 04/01/19

OT agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Mercer Health & Benefits Administration LLC in the minimum amount of \$2,000,000 per occurrence and \$6,000,000 in the annual aggregate). OT 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-811202002 (Mercer Health & Benefits Administration LLC)
Policy Dates: 01/01/18 - 01/01/19

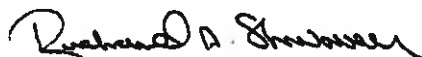
VIII. CONFIDENTIALITY.

- A. PSY/OT 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/OT regarding personal or professional practices. This provision restricts the District in terms of voluntary discussions of the PSY's/OT'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/OT 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/Occupational Therapy 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 (OT).
(student - TR)

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist

This independent contractor agreement (the "Agreement") is made on this 11th day of July, 2018 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 \$4250.00 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 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 regarding 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: 04/01/18 - 04/01/19

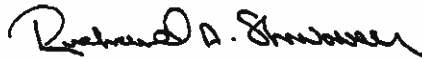
VIII. CONFIDENTIALITY.

- 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 regarding 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	
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 \$4250.00 in a one-time payment to complete a comprehensive IEE. (student - TR)

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist/Speech and Language Pathologist

This independent contractor agreement (the "Agreement") is made on this 11th day of July, 2018 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/SLP 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 regarding 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: 04/01/18 - 04/01/19

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: 05/11/18 - 05/11/19

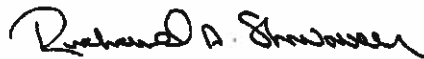
VIII. CONFIDENTIALITY.

- 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 regarding 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. Shillnbeer, 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).
(student - TR)

Letter of Agreement

The West Branch Drug and Alcohol Abuse Commission agrees to provide the following to the Jersey Shore Area School District's Student Assistance Program for the period of two (2) school years, starting September 1, 2018 until June 30, 2020.

- The Commission will provide a staff person for the purposes of technical assistance to serve as a liaison member to the Student Assistance Team. If you would like us to attend meetings, we will need to be provided with a schedule. Schedules permitting, the following Case Manager has been designated as the liaison for the specified schools:

*** Ms. Deanna Drick- Jersey Shore Middle and High Schools**

Attendance at a minimum of two (2) SAP Core Team Meetings per month has been deemed best practice. Availability of staff and resources permitting, The Commission is committed to meeting this standard to the best of its ability. The liaison will also be available for phone consultation as needed as will Ms. Danielle Hardy as Prevention Program Specialist for The Commission.

- Jersey Shore Area School District agrees to provide a primary contact person for each school served by The Commission in support of the Student Assistance Program. The following administrators have been designated as the primary contact person for each respective school as noted below:

*** ~~Principal Laura Milarch~~ - Jersey Shore Middle School - *Principal Keith Veldhuis***
*** ~~Principal Reed Mellinger~~ - Jersey Shore High School - *Principal Steven Keen***

- The Commission will provide drug and alcohol assessments for students who are referred by the Student Assistance Team due to suspected drug and alcohol problems. Assessments will be provided free of charge and will be conducted at the school upon request. The Student Assistance Team will agree to provide The Commission with pertinent identifying information, as well as any other relevant information, that is needed prior to the assessment. The school will also provide a confidential location for the assessment to be conducted and will also agree to adhere to all state and federal confidentiality regulations as outlined in the following: FERPA, The Hatch Act; 22 PA Code, Chapter 12; Act 42, Chapter 59; 4 PA Code 255.5; Federal Code 42 CFR, Part 2; and HIPAA. Likewise, records will be maintained in accordance with regulations of The Pennsylvania Department of Education and The Pennsylvania Department of Drug and Alcohol Programs respectively.
- Should any concerns arise concerning the provision of services as outlined in this agreement, they will be directed to Ms. Danielle Hardy.
- Executive Order 1998-4 established an interagency committee in Pennsylvania to examine issues relative to implementing the Federal Individuals with Disabilities Education Act (IDEA) of 1997. One of the outcomes of that effort

was the development of a Memorandum of Understanding (MOU) to outline roles and responsibilities, among other things, of the various agencies in implementing the act. In December of 1999, the Departments of Education, Public Welfare, Labor and Industry and Health executed the MOU.

Pursuant to the MOU, the Pennsylvania Department of Drug and Alcohol Programs is requesting that local drug and alcohol service providers make available a contact person for information and referrals related to drug and alcohol services and their relationship to IDEA. The intent of this Letter of Agreement is to inform the Jersey Shore Area School District that staff of The West Branch Drug and Alcohol Abuse Commission are available to serve in this capacity. This agreement shall be in effect for the period of two (2) school years, starting September 1, 2018 to June 30, 2020.



Shea Madden
Executive Director

7-9-18

Date

Superintendent

Date

**QUALIFIED SERVICE
ORGANIZATION AGREEMENT**

**West Branch Drug & Alcohol Abuse Commission (The Commission) and the
Jersey Shore Area School District**


hereby enter into a qualified service organization agreement, whereby The Commission agrees to provide **assessment and referral services**.

Furthermore, The Commission:

(1) acknowledges that in receiving, storing, processing, or otherwise dealing with any information from the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and

(2) undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.

Executed this _____ day of _____, 2018.



Shea Madden
Executive Director
West Branch Drug & Alcohol
Abuse Commission
213 West Fourth Street
Williamsport, PA 17701

Superintendent