

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of January 14, 2019

A. Opening

1. Call to Order: Mr. Craig Allen, 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, Mr. John Pecchia, Mrs. Michelle Stemler, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: J. David Smith, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary, Dr. Kenneth Dady, Assistant Superintendent and Celesta Shemory and Emmilianne George, Student Representatives.

3. Pledge of Allegiance: Led by Macy Wilton and Alison Bilbay, students representing Salladasburg Elementary School.

B. Presentations

1. Communications:

- a. Comprehensive Planning Team meeting – January 16, 2019 at Administration Building – 3:45 p.m..
- b. Conversation with the Superintendent and Assistant Superintendent at Avis Fire Hall –January 16, 2019 – 7:00 p.m.
- c. Capital Projects Committee meeting – January 21, 2019 at Administration Building – 6:30 p.m.
- d. Professional Development Committee meeting - January 22, 2019 at Administration Building – 3:45 p.m.
- e. Thank you to student cheering section at Basketball/Wrestling events representing Jersey Shore Area School District with pride as they cheer our teams on! The District is proud of them!

2. President's Report:

- a. Harlem Wizards at the High School on February 19, 2019 to raise funds for the JS School Education Foundation.

3. Student Representative Report: None

4. Intermediate Unit Report: None

5. Superintendent's Report:

- a. Lead Water Testing Protocol - Mark Wall (Attachment)
- b. School Resource Officer Memorandum of Understanding/Memorandum of Agreement at first reading - Jill Wenrich (Attachment)
- c. Lock Haven University-JSASD MOU at first read - Jill Wenrich (Attachment)
- d. Policy 124.1 - Jersey Shore Online Learning at first read - Jill Wenrich (Attachments)
- e. District Enrollment Information - Jill Wenrich
- f. Budget Presentation - Ben Enders (Attachment)

C. Courtesy of the Floor on Agenda Items:

Carol Homler-Porter Twp. – commented on closure and taxpayers.

Dave Becker-Piatt Twp. – commented on JSOL and building closing dollars.

John Shireman-JS Boro – commented on support of closures and salaries.

Raye Bierly-Piatt Twp. – commented on financial presentation and projection.

D. Personnel

1. Personnel Items:

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

- a. Sabbatical leave for employee 2018-19-05 for the second semester of the 2018-2019 school year, January 29, 2019 through June 11, 2019 (approximately).
- b. Sabbatical leave for employee 2018-19-06 for the second semester of the 2018-2019 school year, January 29, 2019 through June 11, 2019 (approximately).
- c. FMLA from January 29, 2019 through April 25, 2019 (approximately) for employee 2018-19-13.
- d. accepting a letter of resignation from Raymond Ross, Attendance Officer, effective December 12, 2018.
- e. appointment of Kevin Richards as District Attendance Officer, at \$18.00 per hour, effective January 15, 2019.
- f. the appointment of Keith Neece as Girls Head Junior High soccer coach, effective the 2018-2019 season, at a stipend of \$1949.60.
- g. the following class advisors for the 2018-2019 school year:

Class of 2019

Derr, Wanda

Persun, Michele

Class of 2020

Long, Michele

Riggle, Janna

Class of 2021

Nagy, Eric

Menzen, Brooke

Class of 2022

George, Jessica

Wagner, Julie

- h. Matthew Welford as culinary Arts Event Advisor per contract for the 2018-2019 school year.

- i. the following stipends per contract for 2018-19 school year:

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

- j. the following School Wide Positive Behavior Co-Leaders per contract for the 2018-19 school year, each will be paid a \$200 stipend:

Alison Confer	Avis Elementary
Nicole Allison	Avis Elementary
Adrienne Miller	Jersey Shore Area Elementary
Jodi Wolesslagle	Jersey Shore Area Elementary
Rachel Barth	Salladasburg Elementary
Beth Gill	Salladasburg Elementary
Ruth Levan	Middle School
Rebecca Ball-Schaller	Middle School

- k. Teri Bauman as a School Wide Positive Behavior Leader, for the High School, per contract for the 2018-19 school year, a \$400 stipend will be paid.

- l. the following Grade Level Leaders for the 2018-19 school year, each will be paid a \$1000 stipend, per contract:

Lisa Cenimo	Kindergarten
Theresa Caimi	First Grade
Mary Engel	Second Grade
Alison Confer	Fourth Grade
Nicole Allison	Fifth Grade

- m. the following Grade Level Co-Leaders for the 2018-19 school year, each will be paid a \$500 stipend per contract:

Rachel Barth	Third Grade
Diane Mantek	Third Grade

- n. accepting a letter of resignation from Julia Welshans, Food Service employee at the Senior High School, effective December 21, 2018.
- o. accepting a letter of resignation from Mary McDonough, Food Service employee at the Senior High School, effective January 11, 2019.
- p. appointment of Minerva Fausey to a part time Food Service position at the Middle School, \$9.90 per hour, effective January 15, 2019.
- q. appointment of Savannah Greene to a Band Front Advisor position, effective January 15, 2019, at a stipend of \$1178.00.

The vote was a unanimous yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

1. Finance Item:

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

- a. the addition of General Law Enforcement Liability and Excess Liability insurance to the current policy, for the period January 15, 2019 to July 1, 2019 from PSBA Insurance Trust via the R.R. Motter Agency at a cost of \$834.00. (Attachment)

The vote was a unanimous yes. Motion carried.

H. Miscellaneous:

1. Miscellaneous Item

Motion: A motion was made by John Pecchia and seconded by Karen Stover to approve Miscellaneous items a-f 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. hiring an Elementary Paraprofessional. Due to the addition of two students in the primary (K—2) Life Skills Support classroom, an additional paraprofessional is needed to support the students. The classroom previously had two paraprofessionals but due to declining enrollment, one was assigned to the middle school life skills program. The new paraprofessional would remain in place as long as the newest student remains in the program. If the student moves to a different district, the position would be eliminated.
- c. student 2018-2019-2 to complete their senior year at Jersey Shore Area School District in accordance with Board Policy 202.
- d. an Athletic Trainer written Physician Supervising agreement between Jacqueline George, JSASD Athletic Trainer and Ronald N. Eister, M.D., Geisinger Family Practice Avis, effective January 1, 2019 through December 31, 2020. (Attachment)
- e. an agreement between Jersey Shore Area School District and Nittany Learning Services, effective July 1, 2018 through June 30, 2019, for Alternative Education for disruptive youth. (Attachment)
- f. a donation of a 2013 Ford Focus training vehicle to the High School Automotive Technology program from Ford Motor Company.

The vote was a unanimous Yes. Motion carried.

Motion: A motion was made by John Pecchia and seconded by Karen Stover to approve Miscellaneous item g as listed on the Agenda with a roll call vote:

- g. to hold hearings to consider the previously proposed framework by Mrs. Thomas; the closing of Avis Elementary and/or Salladasburg Elementary school(s), in which any closure may be done separately or in combination; and any other framework which may result through further discussion, including reconfiguration information.

The vote was as listed below:

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

The vote was 8 – yes and 1 – no. Motion carried.

Public hearing closing dates were set for: Avis Elementary on February 20, 2019, 7:00 – 9:00 p.m. and Salladasburg Elementary on February 27, 2019, 7:00 – 9:00 p.m. at the Middle School.

I. Old Business: None

J. Courtesy of the Floor on Items not on the Agenda:

Raye Bierly-Piatt Twp. – commented on hearing for reconfiguration.

K. Executive Session: An executive session was held for personnel and legal issues starting at 10:03 p.m. after which no business was conducted.

Meeting resumed at 11:18 p.m.

L. Adjournment

The January 14, 2019 Regular Board Meeting was adjourned at 11:19 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary

Penn*Link

To: All LEAs

From: Matthew S. Stem, Deputy Secretary
Office of Elementary and Secondary Education

Date: October 18, 2018

Re: Testing for Lead in Drinking Water in Pennsylvania's Schools, Act 39 of 2018

PUBLIC SCHOOL CODE

To prevent exposure to lead contamination in the drinking water of Pennsylvania's schools, the Public School Code was amended in June 2018 (by Act 39 of 2018) to:

- Encourage schools to test for lead in their drinking water;
- Require schools that do not test to discuss lead issues at a public meeting; and
- Implement a plan if results exceed the U.S. Environmental Protection Agency's (EPA) national primary drinking water standard of 15 parts per billion (ppb).

This law is effective beginning with the 2018-19 school year.

TESTING FOR LEAD IN DRINKING WATER

Under Act 39 of 2018, schools may, but are not required to, test for lead levels annually in the drinking water of any facility where children attend school.

REQUIREMENTS FOR SCHOOLS CHOOSING NOT TO TEST DRINKING WATER

If a school chooses not to test for lead levels, then the school must discuss lead issues in school facilities at a public meeting once a year. This meeting may be a stand-alone meeting or part of an existing public meeting (such as a school board meeting).

SCHOOLS WITH ELEVATED LEAD LEVELS

If a school tests for lead levels in their drinking water and finds lead levels in excess of the EPA's current action level of 15 ppb, the school must immediately implement a plan to ensure that no child or adult is exposed to lead contaminated drinking water and provide alternative sources of drinking water.

As required by Act 39 of 2018, beginning in the 2018-19 school year and every year thereafter, elevated lead levels must be reported to the Pennsylvania Department of Education (PDE) and will be posted on PDE's website. Questions can be sent to the PDE Office for Safe Schools at RA-EDSAFE@pa.gov.

Disclaimer: Some schools use their own water source, such as a well, and are regulated as a public water system under the Safe Drinking Water Act (SDWA). These schools are required to comply with the Lead and Copper Rule (LCR). Nothing in the amendments to the Public School Code are intended to supersede the requirements under the SDWA or the LCR. For more information about the LCR, visit the Pennsylvania Department of Environmental Protection's (DEP) [website](#)

Please visit the Safe Schools section of the Department of Education's website for additional information and resources on testing for lead and remedies for elevated lead levels: <https://www.education.pa.gov/K-12/Safe%20Schools/Pages/default.aspx>

School Resource Officer Memorandum of Understanding/Memorandum of Agreement

SCHOOL RESOURCE OFFICER AGREEMENT

THIS Agreement is made, this _____ day of _____ 20__, by and between the SCHOOL ENTITY OF JERSEY SHORE AREA SCHOOL DISTRICT (hereinafter "School Entity"), and the TIADAGHTON VALLEY REGIONAL POLICE COMMISSION (hereinafter "Police Commission") as follows:

W I T N E S S E T H:

WHEREAS, the Police Commission agrees to provide the School Entity a School Resource Officer in the School Entity; and

WHEREAS, the local School Board of Directors is a body politic and corporate pursuant with Pennsylvania Codes, with legal authority to enter into contracts;

WHEREAS, the Police Commission has the capacity to contract and be contracted;

WHEREAS, the Police Commission possesses authority over the Tiadaghton Valley Regional (TVR) Police Department, which has been created as a department and agency of commission by ordinance;

WHEREAS, it is the intent and desire of the Police Commission and School Entity's Board of Directors to provide for the services of a school resource officer as set forth herein; and,

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the School Entity's Board of Directors and the Police Commission as follows:

ARTICLE I

It is the intent and provision of this Agreement to provide for the services of a school resource officer with such services to be rendered at such the local School Board of Directors school sites as more fully described herein below for a term commencing on July 1, 2018 and expiring on June 30, 2021. It is expressly agreed and understood that the local School Board of Directors and Police Commission shall not be bound hereby beyond the foregoing Three (3) year term.

ARTICLE II
Rights And Duties Of The TVR Police Enforcement Agency

The Police Commission shall provide a school resource officer and school resource officer services as follows:

(A) Training

The school resource officer shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as school resource officer, the Police Commission shall certify in writing to the Superintendent of the Jersey Shore Area School District that such person has had or will have within a reasonable amount of time, specialized training to work with youth at a school site. Such training may consist of university course work for potential school resource officer candidates, law enforcement course work addressing working with youth at a school site, professional training in such areas, training and experience in connection with other recognized school/youth law enforcement programs (e.g., D.A.R.E.) or school resource officer training delivered by the National Association of School Resource Officers or an equivalent organization.

(B) Assignment of School Resource Officer

(1) The Police Commission shall assign a regularly employed police officer to serve as school resource officer who shall serve the following schools: Avis Elementary School, Jersey Shore Area Elementary School, Salladasburg Elementary School, Jersey Shore Area Middle School, and Jersey Shore Area High School, pursuant to a schedule to be determined in conjunction with the principals of such schools, the Superintendent of the Jersey Shore Area School District, the TVR Police Commission and the Chief of Police of the Law Enforcement Agency, which will allow for regular rendition of services at said schools. In addition, the school resource officer shall perform services on an as needed basis in the School Entity's elementary schools, and the schedule to be devised will allow for such.

(2) The school resource officer shall report directly to the commission, within the TVR Police Department, who, as the school resource officer's supervisor, will work with the school administration of the local School Board of Directors in providing for the rendition of school resource officer services as outlined herein.

(C) Regular Duty Hours of School Resource Officer

(1) The school resource officer shall perform a regular workweek of hours with such hours and pay to be based on [duties and pay equivalent to a regular police officer]. It is agreed and understood that pursuant to clause (D) (2) (d) below, the school resource officer will from time to time be expected to attend meetings of parents/ faculty and school functions on request of a principal.

(D) Duties of School Resource Officer

(1) Instructional responsibilities/duties of school resource officer.

The school resource officer shall work in conjunction with principals of the aforementioned schools and certified instructors to assist in the delivery of instruction in a variety of subject areas, including but not limited to, police and their role in society; laws; juvenile and adult criminal justice systems; career opportunities in law enforcement; drug education; gang resistance education and training; teens, crime and community; conflict resolution; and other

classes as permitted by scheduling and as determined to be appropriate by respective principals and school staffs. It is agreed and understood that the school resource officer will perform services on a "guest lecturer" basis consistent with regulations promulgated by the Pennsylvania Board of Education and the Educational Professional Standards Board and shall do so in conjunction with and under the direction of appropriately certified teaching personnel, or shall provide such services on a co-curricular or extracurricular basis as scheduling permits.

(2) Additional Duties and Responsibilities of the School Resource Officer

(a) The school resource officer shall coordinate his or her instructional activities with principals and staff members so as to allow for the orderly educational process within the respective schools served.

(b) The school resource officer shall develop expertise in presenting various subjects to the students. Such subjects shall include basic understanding of the laws, the role of the police officer and the police mission.

(c) The school resource officer shall encourage individual and small group discussions with students based upon material presented in class to further establish rapport with students.

(d) When requested by the principal, the school resource officer shall attend parent/faculty meetings to solicit support and understanding of the program.

(e) The school resource officer shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems of law enforcement or of a crime prevention nature.

(f) The school resource officer shall become familiar with all community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The school resource officer shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.

(g) The school resource officer shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

(h) Should it become necessary to conduct formal police interviews with students, the school resource officer shall adhere to local School Board of Directors Policy, TVR Police Department Policy, Pennsylvania statutes, and other legal requirements with regard to such an interview.

(i) The school resource officer may, by way of the exercise of his/her discretion as a sworn police officer, take law enforcement action as required. As soon as practical, the school resource officer shall, make the principal of the school aware of such action. At the principal's request, the school resource officer shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the school resource officer may do so under the authority of law. Whenever practical, the school resource officer shall advise the principal before requesting additional police assistance on campus.

(j) The school resource officer shall give assistance to the law enforcement officers in matters regarding his/her school assignment, whenever necessary.

(k) The school resource officer shall, whenever possible, participate in and/or attend school functions.

(l) The school resource officer may be assigned investigations relating to runaways, thefts, or any crime, relating to the students attending schools that the school resource officer serves.

(m) The school resource officer shall maintain detailed and accurate records of the operation of the School resource officer Program, and shall submit reports of an instructional nature as required by the principal or school staff.

(n) The school resource officer shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the principal and appropriate school staff shall be responsible for investigating and determining, in their discretion, whether a student has violated school and/or board disciplinary codes or standards and the appropriate administrative action to take. However, this shall not be construed to prevent the school resource officer from sharing information with school administration/staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the school resource officer will be provided with copies of the local School Board of Directors disciplinary policies and codes and the discipline codes of each school. The school resource officer shall become familiar with district/school disciplinary codes and standards, and will meet at least annually with the superintendent and each principal for the purpose of reviewing applicable disciplinary standards.

(o) The principal, school administration, or staff may advise the school resource officer of incidents or activities possibly giving rise to criminal or juvenile violations and the school resource officer shall then determine whether law enforcement action is appropriate with respect to those activities occurring on school property or at school sponsored functions, which a principal is directed to report to the appropriate law enforcement agency assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property, and those activities which an administrator, teacher, or other school employee is directed to report to the local police department, or Pennsylvania State Police, such activities consisting of conduct occurring on school premises or school sponsored events which is believed to constitute a misdemeanor or violation or offense relating to deadly weapons, use, possession, or sale of controlled substances, or a felony offense. It is agreed and understood that the school resource officer, as an employee of the TVR Police Department, is authorized to receive and appropriately act on any of such foregoing reports.

(p) The school resource officer is not to be used for regularly assigned lunchroom duties, as hall monitors, crossing guards or other monitoring duties. If there is a problem in such areas, the school resource officer may assist the school until the problem is resolved.

ARTICLE III

Rights and Duties of the local School Board of Directors

The local School Board of Directors shall provide the full-time school resource officer the following materials and facilities deemed necessary to the performance of the school resource officer's duties with the High School to be considered the school resource officer's base school and the office facilities as outlined below to be provided at such school:

- (A) Access to an air-conditioned and properly lighted private office which shall contain a telephone which may be used for general business purposes.
- (B) A location for files and records which can be properly locked and secured.
- (C) A desk with drawers, a chair, worktable, filing cabinet, and office supplies.
- (D) Access to a typewriter and/or computer.

ARTICLE IV

Finances for the School Resource Officer program

For July 1, 2018 through June 30, 2021, the financing of the school resource officer will be a maximum of \$55,000.00 per school year. The district shall pay to the commission at a rate of \$305.55 per day, paid on a monthly basis. All other benefits for the school resource officer shall be provided by the police commission.

Funding responsibilities for subsequent years will be negotiated between the local School Board of Directors and the Police Commission subject to the right of either to provide notice of termination of this Agreement as set forth in Article I above.

ARTICLE V

Employment status of the School Resource Officer

The school resource officer shall remain an employee of the TVR Police Department, and shall not be an employee of the local School Board of Directors. The local School Board of Directors and the commission acknowledge that the school resource officer shall remain responsive to the chain of command of the TVR Police Department.

ARTICLE VI

Appointment of School Resource Officer

(A) The Police Chief shall assign an officer who is qualified to be a school resource officer. An interview committee, to be determined by the superintendent or proper designee, may conduct an interview and provide any comments or concerns before official appointment by the Chief of Police.

(B) School resource officer applicants should meet the following requirements:

- (1) The applicant must be a volunteer for the detail of school resource officer.

- (2) The applicant must be a full-time, certified, and sworn police officer with a minimum of three years law enforcement experience.
- (3) Applicants must have training as outlined in Article II (A), above.

ARTICLE VII

Dismissal of School Resource Officer: Replacement

(A) In the event a principal of a school to which the school resource officer is assigned feels that the school resource officer is not effectively performing his or her duties and responsibilities, the principal shall recommend to the superintendent or designee that the school resource officer assignment be reviewed in the program at the school and shall state the reasons therefore in writing. Within five working days of receiving the recommendation from the principal, the superintendent or his/her designee shall advise the Chief of Police or his/her designee of the principal's request. In the event the superintendent feels the school resource officer is not performing his or her duties effectively, the superintendent shall so advise the Chief. The superintendent and Chief of Police, or their designees, shall meet with the school resource officer to mediate or attempt to resolve any problems which may exist. At such meeting, specified members of the staff of the school to which the school resource officer is assigned may be required to be present. If, within the five working days referenced above, the problem cannot be resolved or mediated or in the event mediation is not sought by the Chief of Police, then the school resource officer shall be removed from the program at the school and a replacement shall be obtained following the process set out in Article VI.

(B) The Chief of Police may dismiss or reassign a school resource officer based upon police department rules, regulations, and/or general orders and when it is in the best interest of the people of TVR Police Commission and/or Department.

(C) In the event of the resignation, dismissal, or reassignment of a school resource officer, the Chief of Police shall provide a temporary replacement for the school resource officer within thirty 30 calendar days of receiving written notice of such absence, dismissal, resignation, or reassignment. As soon as practicable, the interview committee following the process set out in Article VI shall recommend a permanent replacement for the school resource officer position. Provided however, that any temporary replacement shall have the required training and qualifications as outlined in Article II(A) and Article VI(B), above.

ARTICLE VIII

Termination of Agreement

In addition to termination in writing 30 days prior to expiration of the annual term hereof as provided in Article I, above, this agreement may be terminated by either party upon 90 days written notice that any party has failed to substantially perform in accordance with the terms and conditions of this agreement. This agreement may also be terminated without cause by either party upon 180 days written notice. Termination of this agreement may only be accomplished as provided herein.

ARTICLE IX

Notices

Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

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

Chief of Police
Tiadaghton Valley Regional Police Department
129 South Pennsylvania Avenue
Jersey Shore, PA 17740

ARTICLE X

Good Faith

The local School Board of Directors, the supervisor/mayor, their agents and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the superintendent and the commission, or their designees.

ARTICLE XI

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE XII

Non-Assignment

This agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the local School Board of Directors and commission is obtained.

ARTICLE XIII

Merger

This agreement constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms.

ARTICLE XIV

Insurance/Hold Harmless Clause

It is understood and agreed that during the term of this Agreement and any renewal hereof, that both parties shall purchase and maintain errors and omissions and comprehensive general liability insurance at a minimum of \$1,000,000.00 per policy naming each entity and its officers and employees as additional insureds covering all services to be performed under the respective obligations of this Agreement.

Each party shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of either entity. The insurance provided by each entity shall be deemed primary coverage relating to the acts of the school resource officer and not excess.

Irrespective of said agreement and covenant, each party shall indemnify and hold any and all of its members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the carelessness, negligence, recklessness, or intentional acts of their respective officer employees or agents.

ARTICLE XV

Severability

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this agreement to be signed by their duly authorized officers.

TIADAGHTON VALLEY REGIONAL
DISTRICT
POLICE COMMISSION

JERSEY SHORE AREA SCHOOL

Chairman

President, Board of Director

ATTEST:

COMMONWEALTH OF PENNSYLVANIA COUNTY OF _____

Subscribed and sworn to before me by _____

TVR POLICE COMMISSION and _____ the School Board of Director

President, this day of _____, 20__.

JOB DESCRIPTION

SCHOOL RESOURCE OFFICER– JOB DESCRIPTION

Purpose Statement

The job of school resource officer was established for the purpose/s of providing for the safety and welfare of students while on school grounds; investigating possible illegal student, staff, and/or parent actions; and be a resource and instructor in crime prevention and drug awareness/prevention.

Essential Functions

- A. Administers first aid for the purpose of providing immediate medical emergency care.
- B. Enforces Federal, State and Local criminal laws and ordinances and to assist school officials with the enforcement of school policies.
- C. Assists in programs of drug awareness and prevention (e.g. drug surveillance, drug detections, drug education programs, for students and parents, drug testing policies for students, and suggesting changes in drug policies) for the purpose of helping students, parents, employees, and the community in the difficult task of fighting drug abuse in our community.
- D. Available to parents, students, and faculty members, for discussing student issues related to a crime or prevention of a crime.
- E. Collaborates with other agencies for the purpose of communicating and/or receiving information regarding situations that may affect safety within the school environment.
- F. Patrols school facilities and nearby areas to provide visibility, maintain security, and deter crime.
- G. Responds to emergency situations for the purpose of addressing immediate safety concerns.
- H. Prepares documentation (e.g. incident and activity reports) for the purpose of providing written support and/or conveying information.
- I. Testifies in court proceedings for the purpose of providing information and documenting of illegal activity.
- J. Protects lives and property of the school district and general public.
- K. Provide school security for school events as requested with approval from the Chief of Police.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

Skills are required to perform multiple tasks with a need to periodically upgrade skills in order to meet changing job conditions.

Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices administering first aid; and operating equipment used in pertinent software applications when preparing and maintaining accurate records drug interdiction restraining protocol.

Knowledge is required to: perform basic math; understand written procedures; write routine documents; speak clearly; and solve practical problems. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include:

- A. Accounting/bookkeeping principles;
- B. Business telephone etiquette;
- C. Safety practices and procedures; and
- D. Pennsylvania laws pertaining to police powers.

Ability is required to: schedule activities and/or meetings; gather and/or collate data; and use basic, job-related equipment.

Flexibility is required to: work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and utilize equipment under a variety of conditions for multiple purposes. Ability is also required to work with a significant diversity of individuals and/or groups, work with data of widely varied types and/or purposes, and utilize a variety of job-related equipment.

Problem solving is required to identify issues and create action plans. Problem solving with data requires independent interpretation of guidelines and problem solving with equipment is limited to moderate. Specific ability-based competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups maintaining confidentiality setting priorities working as part of a team working with frequent interruptions gaining student and parent contacts.

Responsibility

Responsibilities include: working under limited supervision following standardized practices and/or methods; directing other persons within a small work unit; and operating within a defined budget. Utilization of resources from other work units may be required to perform the job's functions. There is a continual opportunity to impact the organization's services.

Working Environment

The usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 25 percent sitting, 15 percent walking, and 60 percent

standing. The job is performed under some temperature extremes and in a generally hazard free environment.

Experience

Job related experience with increasing levels of responsibility is required.

Education

Targeted job related education that meets organization's prerequisite requirements.

Equivalency

None Specified

Certificates Required Testing and Licenses

Graduate from Municipal Police Officer Education and Training Commission's Police Academy
Weapons Qualification
Stun Gun Qualification
CPR/First Aid Certificate

Continuing Education / Training

Municipal Police Officers Education and Training Commission's continuing education
College-level courses

Clearances

Current clearances as required by the laws of Pennsylvania (24 P.S. § 1-111)
Weapons use
Restrain procedures

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between Lock Haven University of Pennsylvania hereinafter referred to as “the University”, an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and Jersey Shore Area School District, hereinafter referred to as “the District”, a public school district under the laws of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the University is a unit of higher learning of the State System of Higher Education of Pennsylvania; and

WHEREAS, the Legislature has determined by *Act 188 of 1982* that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost; and

WHEREAS, the mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System; and

WHEREAS, certain students in the District may benefit from the opportunity to take classes offered by the University; and

WHEREAS, the District wishes to make certain undergraduate courses offered by the University available to the students of the District; and

WHEREAS, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and

WHEREAS, this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereto mutually agree and contract as follows:

1. **Term**: This Agreement shall be effective upon the review and approval of all the necessary Commonwealth officials. The term of this agreement shall be for a total of five years commencing upon the review and approval of all necessary Commonwealth officials. At the conclusion of the agreement’s fifth year, the parties, at their mutual option, may contract for another subsequent period of time not to exceed five years.

2. **Academic Suitability**: The suitability of any course taken by District students will be determined by agreement between the District and the University on a course-by-course basis.

The District will also determine, on a student-by-student basis, the suitability of a course for each of the District's students who wish to enroll in a course.

3. **Enrollment**: Students selected by the District for enrollment will be enrolled as non-degree students at the University. In order to aid the enrollment of the District's students the District will provide to the University the documentation necessary for enrollment without cost. This may include a high school transcript and a letter from a guidance counselor or principal attesting to the suitability of each course. Each student will have to apply (once) for a non-degree category III status.

4. **On-Campus Enrollment**: Students selected by the District may enroll in face to face on-campus courses and on-line courses under this agreement during both the academic year and the summer as non-degree students on a space available basis. The provisions of paragraphs 3 and 5 through 9 would also apply to those students.

5. **Regular Admission**: Should a student from the District wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to regular status or to any major. Tuition and fee reductions described in paragraph 7 would not apply once a student enrolls in the university outside of this consortial arrangement and he or she would be obligated to pay the standard tuition and fee rates.

6. **Transcription of Courses**: Courses offered under this agreement will be transcribed in the same manner as other courses offered by the university. No distinction will be made between these courses and other regularly offered courses. Students may obtain transcripts of their coursework from the Registrar in the normal manner.

7. **Fiscal Issues**:

a) The University will provide the District's students with reduced tuition and fee rates for face to face on-campus and on-line enrollment.

b) The cost for face to face on-campus and online enrollment will be 25% of the standard undergraduate tuition and fees. Tuition and fees for face to face on-campus and on-line courses are defined on the University website.

c) The reduced tuition and fees will apply only to students of the District (or students covered under an agreement with another school district.)

d) The University's normal refund policy will apply in case of withdrawals.

8. **Rights, Privileges, and Responsibilities**: Students registered as non-degree students at Lock Haven University under this agreement will have the same rights, privileges and responsibilities as other non-degree students including the right to a student ID, use of the library and other academic resources. All Lock Haven University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.

9. **Indemnification**: Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. The provision shall not be construed to limit the Commonwealth's right, claims of defenses, which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education, or the University.

10. **Insurance**: As an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk Management of the Pennsylvania Department of General Services.

11. **Amendment**: This Agreement may be amended at any time upon the mutual written agreement of the parties hereto, with said amendments to be executed by the duly authorized representative of the parties and with the same formality as this agreement.

12. **Termination**: This agreement may be terminated by either party upon 120 days written notice. Said notice to the University shall be sent to the President. Said notice to the District shall be sent to the Superintendent of the District.

13. **Choice of Law**: This Agreement is executed pursuant to and shall be construed under the laws of the Commonwealth of Pennsylvania.

14. **Entire Agreements**: This is the entire Agreement between the parties hereto and supercedes all prior negotiations and oral understandings between the parties hereto.

IN WITNESS WHEREOF, the President of the University and the Superintendent of the District by their signatures do hereby put this agreement in force.

President, Lock Haven University of Pennsylvania

Date

Superintendent, Jersey Shore Area School District

Date

Chancellor, State System of Higher Education

Date

Approved as to Form and Legality:

Chief Counsel, PASSHE

Date

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 student's Guidance Counselor. 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]

 Modified by Pamela M Copenhaver on January 10, 2019



ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

JERSEY SHORE AREA SCHOOL DISTRICT

124.1-AR-0. Jersey Shore Online Learning (JSOL)

Enrollment Procedures

1. Student is referred to JSOL, (self, parent/guardian or administration)
2. The student and parent meet with the Guidance Counselor to discuss appropriateness of JSOL as an option, to try to resolve issues leading to JSOL and discuss other potential solutions.
3. If the student, parent and Guidance Counselor agree that JSOL is appropriate, the student, parent, Guidance Counselor, Principal, and Director of Special Education (if applicable) will meet and further discuss appropriateness of JSOL as an option and discuss other potential solutions.
4. If all above are in agreement with JSOL then all necessary enrollment paperwork will be completed.
5. The student and parent are required to attend orientation at Jersey Shore Area High School before starting JSOL coursework.
6. Progress will be monitored by the student's Guidance Counselor.
7. Any concerns about student progress will be relayed by the student's Counselor.
8. Decisions to withdraw a student from JSOL for lack of acceptable progress will be made by the building principal in consultation with the student's Guidance Counselor.

Enrollment dates for JSOL will mirror the district calendar and the start of the marking period as closely as possible.

All necessary equipment will be provided.

JERSEY SHORE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

124.1-AR-1. Jersey Shore Online Learning Enrollment Form



Jersey Shore Area Senior High School
Jersey Shore Online Learning
Change of Educational Plan Form

Students Name: _____	Marking Period: 1 2 3 4	Date: _____
Parent Name: _____	Phone Number: _____	
	E-mail Address: _____	

Reason for Enrolling in JSOL:

Enrollment Procedures:

- Students enrolled in JS Online Learning must show acceptable progress.
- Students enrolled in JS Online Learning will be required to attend face-to-face meetings with appropriate school guidance/administration at least of once per marking period.
- Courses will be scheduled one (1) marking period at a time. Enrollment in the next marking period is contingent upon satisfactory completion of the prior marking period.
- Students must attend orientation at the Jersey Shore Area Senior High School prior to beginning their coursework.
- Compulsory attendance applies to JS Online Learning. A minimum of 20 hours per week is expected. Students not making adequate progress will fall under compulsory attendance laws (i.e. at least four (4) hours per school day.)

JS Online Learning Courses: Start Date: _____

Course Name	Course Credit	Part	Course Name	Course Credit	Part

Orientation Date: _____ Time: _____

Total # Credits: _____

124.1-AR-1. Jersey Shore Online Learning Enrollment Form

***Student, parent, counselor, administrator and director of special education (when appropriate) will meet together and discuss JS Online Learning prior to student enrollment. Signatures below indicate this meeting has taken place and parties agree to support JS Online Learning as a viable option for the student.**

	Name (print)	Signature	Date
Parent/Guardian			
Student			
Counselor / JSOL PoC			
Special Education			
Administrator			



Jersey Shore Online Learning

Central Registration Form

For Official Use Only

Students Name: _____		Date: _____	
Parent Name: _____		Phone Number: _____	
E-mail Address: _____			
Guidance Interview	Date:	Counselor:	
Orientation / Training	Date:	Counselor:	
Schedule Entered in MMS	Date:	Counselor:	
Guidance Secretary Notified	Date:	Counselor:	
REGISTRATION INFORMATION			
Beginning JSOL	Date:		
Student Previously Attended School	YES	NO	
New Enrollee Going Directly to JSOL	YES	NO	
Taking In-House Classes	YES	NO	
Course:			
Course:			
Taking CTE In-House Class	YES	NO	
CTE Program of Study:			
Student has School Issued Equipment	YES	NO	
Student Using Personal Equipment	YES	NO	
School Equipment Returned?	YES	NO	
Total # of JSOL Credits			

NOTES:

JERSEY SHORE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

124.1-AR-2. JS Online Learning 16 or Younger Withdrawal Letter

To be placed on specific school building letterhead:

Date

Parent/Guardian Name

Street Address

City, State, Zip

Dear *Parent/Guardian Name(s)*:

This letter is to inform you that ~~xxxx~~ will no longer be assigned to the Jersey Shore Online Learning program effective *Date* and will be re-enrolled at the high school. ~~Xxxx~~'s lack of adequate progress with JS Online Learning for 10 or more consecutive days warrants his withdrawal from the program. ~~Xxxx~~ should report to the high school no later than *Date*.

All equipment used for JS Online Learning must be returned to Jersey Shore Area School District, 175 A&P Drive, Jersey Shore, PA 17740 no later than *Date*. Any damage that is not due to "normal wear" will be the responsibility of the family. If materials and/or equipment are not returned by the date indicated, a police report will be filed.

It is unfortunate that this unique educational opportunity did not work for you. Feel free to contact me during regular school hours to discuss this matter further.

Sincerely,

Principal Name

Principal

ADMINISTRATIVE REGULATION

JERSEY SHORE AREA SCHOOL DISTRICT

APPROVED:

REVISED:

124.1-AR-3. JS Online Learning 17 or Older Withdrawal Letter

To be placed on specific school building letterhead:

Date

Student Name

Street Address

City, State, Zip

Dear *Student Name*:

This letter is to inform you that you have been withdrawn from Jersey Shore Online Learning and are no longer enrolled in the Jersey Shore Area School District as of *Date*. According to school district policy Pupil Attendance #204, when a student has been absent for 10 illegal days, and is 17 years of age or older, they will be removed from the rolls. Your lack of adequate progress with Jersey Shore Online Learning for 10 or more consecutive days warrants your withdraw from the rolls.

All equipment used for Jersey Shore Online Learning must be returned to **Jersey Shore Area School District, 175 A&P Drive Jersey Shore, PA 17740** no later than *Date*. Any damage that is not due to "normal wear" will be your responsibility. If materials and/or equipment are not returned by the date indicated, a police report will be filed.

It is unfortunate that this unique educational opportunity did not work for you. Feel free to contact me during regular school hours at 570.398.7170 if you would like to discuss other available opportunities that may lead to acquisition of a high school diploma.

Sincerely,

Principal Name

Principal

JERSEY SHORE AREA SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

124.1-AR-4. JS Online Request to Return Form



Jersey Shore Area Senior High School
Jersey Shore Online Learning
 Request to Return Form

Students Name: _____	Marking Period: 1 2 3 4 Date: _____
Parent Name: _____	Phone Number: _____
	E-mail Address: _____

Reason for Returning from JSOL:

--

Re-Enrollment Procedures:

- Students and parents must meet with their high school counselor to complete the re-enrollment / orientation procedures at Jersey Shore Area Senior High School.
- Students and parents must return ALL equipment for the JSOL program to the Jersey Shore Area School District – Technology Department prior to starting class.
- Students and parents are responsible for costs associated with any damaged and/or lost equipment.

JS Online Learning Credits Earned: ____ **Return Date:** ____ **Total # Credits:** ____

COURSE CREDIT PLANNING TOOL				
Course	Course Name	Course Number	Course Credit	Teacher
English				
Mathematics				
Science				
Social Studies				
Physical Ed.				
Pathway Course				
Elective				
Elective				
Other				

Homeroom: _____ Grade Level: ____ Learning Pathway: _____

***Student, parent, counselor, administrator and director of special education (when appropriate) will meet together and discuss the student's return to Jersey Shore Area Senior High School. Signatures below indicate this meeting has taken place and parties agree.**

	Name (print)	Signature	Date
Parent/Guardian			
Student			
Counselor / JSOL PoC			
Special Education			
Administrator			

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

JERSEY SHORE AREA SCHOOL DISTRICT

124.1-AR-5. JS Online Learning Welcome Letter

To be placed on specific school building letterhead:

Date

Name

Street Address

City, State, Zip

Dear Students, Parents and/or Guardians:

Welcome to the Jersey Shore Area School District Online Learning Program (JSOL), an online learning option for students in 7th through 12th grade. Our web-based courses, in partnership with the BLaST Intermediate Unit 17 and eQUIP, meet the increasing demand for high quality student instruction that incorporate proven online learning practices and next generation software. Students will have the opportunity to experience flexible and non-traditional learning options with individualized pacing. Students remain enrolled in the Jersey Shore Area School District and therefore can utilize the school as a resource, participate in school events and activities, and graduate with a Jersey Shore Area School District diploma.

Remember you have selected a program that is part of a public school and therefore must comply with all state and federal regulations as well as district policy, including testing and attendance. Our commitment is to support student success with a team approach. Congratulations on joining the Jersey Shore Online Learning Program!

Communication is essential for your success in JSOL and we are here to help. Do not hesitate to contact us.

Sincerely,

Counselor's Name

Guidance Counselor

CONTACT INFORMATION

Points of contact include:

Superintendent
Dr. Jill Wenrich
jwenrich@jsasd.org
570-398-1567

Director of Pupil Services
Margaret Leedy
mleedy@jsasd.org
570-398-5250

High School Principal
Mr. Steven Keen
skeen@jsasd.org
570-398-7170

Middle School Principal
Mr. Keith Veldhuis
kveldhuis@jsasd.org
570-398-7400

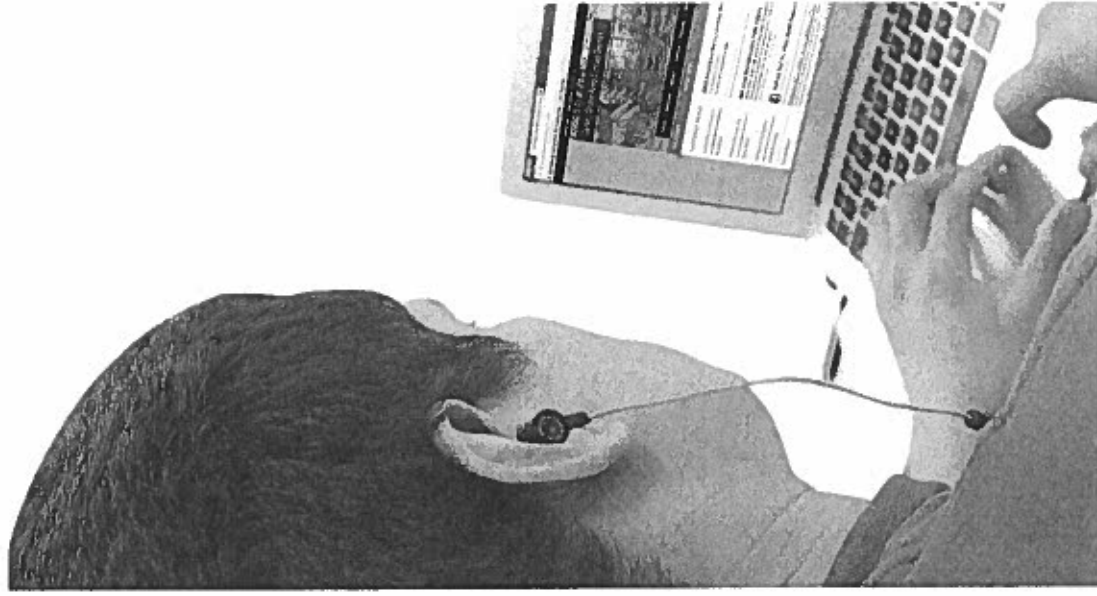
Guidance Counselors
Mr. Jason Willits, jwillits@jsasd.org
Mrs. Holly Barto, hbarto@jsasd.org
Mrs. Katie Steppe, ksteppe@jsasd.org
570-398-7174

Visit us on the web at
<https://www.jsasd.org/our-district/jersey-shore-online-learning/>



Jersey Shore Area School District

ONLINE LEARNING (JSOL) Grades 7-12



It is the policy of the Jersey Shore Area School District not to discriminate on the basis of race, sex, religion, color, national origin, age, handicap or limited English proficiency in its educational programs, services, facilities, activities or employment policies as required by Title IX of the 1972 Educational Amendments, Title VI and VII of the Civil Rights Act of 1964, as amended, Section 504 Regulations of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Section 204 Regulations of the 1984 Carl D. Perkins Act or any applicable federal statute.

For information regarding programs, services, activities, and facilities that are accessible to and usable by handicapped persons or for inquiries regarding civil rights compliance, contact Jersey Shore Area School District, 175 A&P Drive, Jersey Shore, PA 17740, 570-398-1561, or the Director of the Office of Civil Rights, Department of Health, Education and Welfare, Washington, D.C.

JSOL LEARNING BENEFITS

JSOL enables students to:

- ☐ Work at their own pace with 24/7 access to courses
- ☐ Graduate from Jersey Shore Area School District
- ☐ Receive Extensive Course Offerings
- ☐ Connect with Highly Qualified Teachers
- ☐ Participate in Jersey Shore Area School District activities
- ☐ Receive Ongoing Student Monitoring and Progress Reporting
- ☐ Receive an End of the Year Report Card

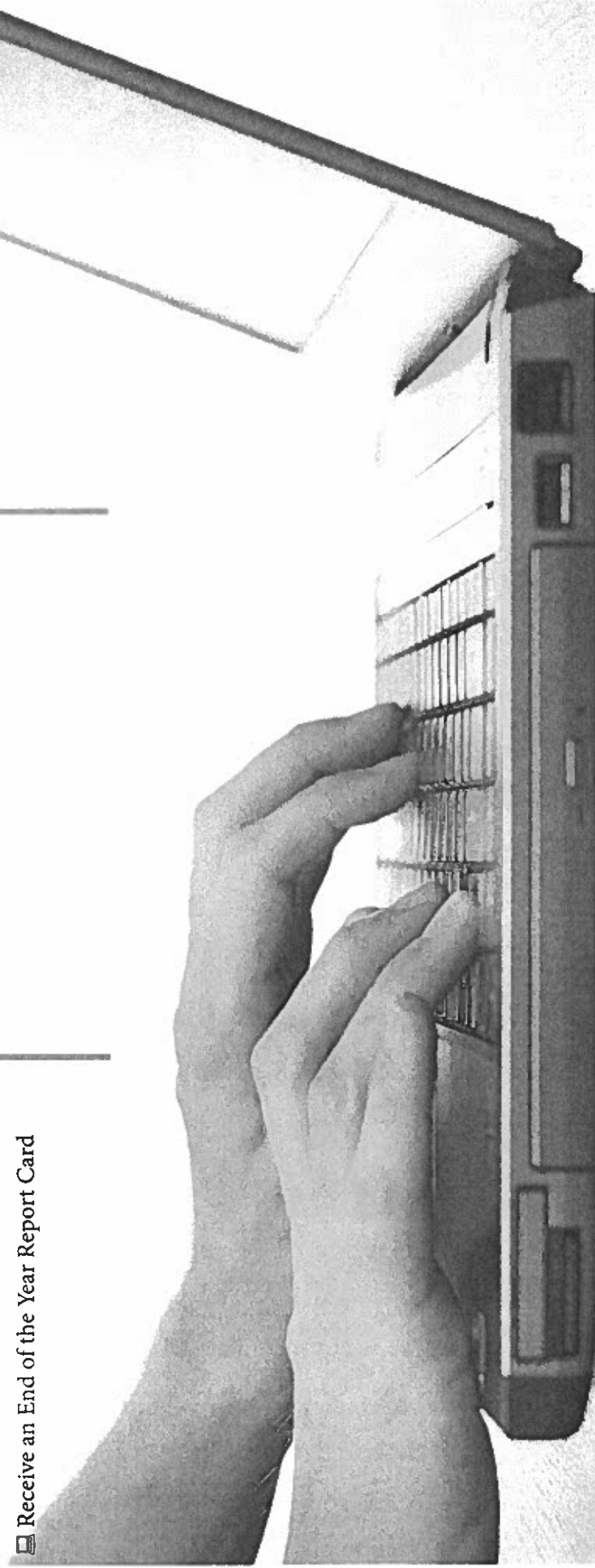
TECHNOLOGY

Student/Parents will be provided with all necessary equipment and support from JSASD

- ☐ Maintain Student/Teacher Communication
- ☐ Differentiated Instruction
- ☐ Highly Qualified Teachers
- ☐ Tutoring
 - 10:00 am – 10:00 pm
Monday through Thursday
 - 10:00 am - 5:00 pm Friday
- ☐ Required Software
- ☐ iPad

COURSE OFFERINGS

- ☐ Grades 7-12
- ☐ Core Content
 - Math
 - Reading/Language Arts
 - Social Studies
 - Science
- ☐ Health and Physical Education
 - Instruction
 - Electives
- ☐ Credit Recovery Course Work



1/14/19

GENERAL FUND BUDGET SUMMARY
2019-20 BUDGET
Preliminary

Actual Fund Balance 7/1/18		\$ 6,139,975
Committed Fund Balance for PSERS Increase Use of Fund Balance used in 18-19 as Updated on 10.8.18		(570,066)
Committed Fund Balance for Health Insurance Increase Use of Fund Balance used in 18-19		<u>-</u>
Projected Fund Balance 7/1/19		\$ 5,569,909
2019-20 Budgeted Revenue:	\$ 41,711,841	
2019-20 Budgeted Expenditures:	<u>43,062,013</u>	
Surplus/(Deficit)		<u>(1,350,172)</u>
Total Budgetary Fund Balance 7/1/20		<u><u>\$ 4,219,737</u></u>
Estimated Committed Fund Balance for PSERS Increase Use of Fund Balance 7/1/19	\$ 2,209,934	
Committed Fund Balance for PSERS Increase Use of Fund Balance used in 19-20	<u>(1,150,172)</u>	
Estimated Committed Fund Balance for PSERS Increase Use of Fund Balance 7/1/20		\$ 1,059,762
Estimated Committed Fund Balance for Health Insurance Increase Use of Fund Balance 7/1/19	\$ 850,000	
Committed Fund Balance for Health Insurance Increase Use of Fund Balance used in 19-20	<u>(200,000)</u>	
Estimated Committed Fund Balance for Health Insurance Increase Use of Fund Balance 7/1/20		650,000
Estimated Nonspendable Fund Balance 7/1/19	\$ 163,637	
Nonspendable Fund Balance used in 19-20	<u>-</u>	
Estimated Nonspendable Fund Balance 7/1/20		163,637
Estimated Unassigned Fund Balance 7/1/19	\$ 2,346,338	
Unassigned Fund Balance used in 19-20	<u>-</u>	
Estimated Unassigned Fund Balance 7/1/20		<u>2,346,338</u>
Total Budgetary Fund Balance 7/1/20		<u><u>\$ 4,219,737</u></u>
Estimated Unassigned Fund Balance 7/1/20 As a Percent of 2019-20 Appropriations		<u><u>5.45%</u></u>
Estimated Total Fund Balance 7/1/20 As a Percent of 2019-20 Appropriations		<u><u>9.80%</u></u>

Jersey Shore Area School District
Long Term Financial Outlook

1/14/19

	2019-2020	2020-2021	2021-2022	2022-2023
	Budget	Projection	Projection	Projection
Salaries	\$ 17,205,763	\$ 17,771,983	\$ 18,321,340	\$ 18,889,803
Employee Benefits	12,994,872	13,606,351	14,232,571	14,942,730
Professional Services	2,239,917	2,239,917	2,239,917	2,239,917
Property Services	921,650	921,650	921,650	921,650
Other Services	4,510,074	4,510,074	4,510,074	4,510,074
Supplies	1,015,010	1,015,010	1,015,010	1,015,010
Equipment	386,844	386,844	386,844	386,844
Other Expenses	1,131,884	1,131,884	1,131,884	1,131,884
Other Uses	2,656,000	2,656,000	2,656,000	2,656,000
Total Expenditures	\$ 43,062,013	\$ 44,239,712	\$ 45,415,289	\$ 46,693,910
Local Revenue	\$ 17,719,801	\$ 17,719,801	\$ 17,719,801	\$ 17,719,801
State Revenue	23,350,619	23,599,184	23,789,536	24,014,337
Federal Revenue	636,421	636,421	636,421	636,421
Other Revenue	5,000	5,000	5,000	5,000
Total Revenue	\$ 41,711,841	\$ 41,960,406	\$ 42,150,758	\$ 42,375,559
Surplus/(Deficit)	(1,350,172)	(2,279,306)	(3,264,531)	(4,318,351)
Fund Balance @ Beginning of Fiscal Year	\$ 6,139,975	\$ 4,219,737	\$ 1,940,431	\$ (1,324,100)
Budget Deficit for Fiscal Year 2018-2019	(570,066)			
Projected Fund Balance @ 6.30.19	<u>\$ 5,569,909</u>			
Fund Balance <u>WITHOUT</u> Tax Increase @ End of Fiscal Year	\$ 4,219,737	\$ 1,940,431	\$ (1,324,100)	\$ (5,642,451)
Fund Balance as a % of Budget/Projected Exp.	10%	4%	-3%	-12%
R/E Tax Increase to Index in 19/20	502,020	502,020	502,020	502,020
R/E Tax Projected Increase to Index in 20/21 *		350,000	350,000	350,000
R/E Tax Projected Increase to Index in 21/22 *			350,000	350,000
R/E Tax Projected Increase to Index in 22/23 *				350,000
Fund Balance <u>WITH</u> Projected Tax Increases @ End of Fiscal Year	\$ 4,721,757	\$ 2,792,451	\$ (122,080)	\$ (4,090,431)
	11%	6%	0%	-9%

* R/E Tax Increase to the Index is estimated to be approximately \$350,000 per year.

Assumptions:

- No Tax Increase in 19/20
- Revenue Growth with only the State Retirement & Social Security Subsidy
- No Changes in Expenditures other than Salaries & Benefits
- 2% increase on expiring contracts
- No future attritional savings
- Health Insurance increases of 6.5% per year

**Jersey Shore Area School District
Real Estate Tax Options
2019-2020**

1/14/19

	19/20 Net Tax Revenue Generated by Mills	18/19 Net Tax Revenue Generated by Mills	Increase/(Decrease) in 18/19 Budget	19/20 Clinton County Millage Rate	18/19 Clinton County Millage Rate	Increase/(Decrease) in Clinton County Millage Rate	19/20 Lycoming County Millage Rate	18/19 Lycoming County Millage Rate	Increase/(Decrease) in Lycoming County Millage Rate
No Increase to Clinton County	\$ 12,147,673.00	\$ 12,154,956.00	\$ (7,283.00)	12.9608	12.9608	-	17.6200	17.7513	(0.1313)
Clinton County at Rebalance Millage Rate	12,232,176.00	12,154,956.00	77,220.00	13.0436	12.9608	0.0828	17.7326	17.7513	(0.0187)
No increase to Lycoming County	12,246,218.00	12,154,956.00	91,262.00	13.0574	12.9608	0.0966	17.7513	17.7513	-
Increase to the Index	12,656,976.00	12,154,956.00	502,020.00	13.4600	12.9608	0.4992	18.2986	17.7513	0.5473
Increase with Exceptions*	12,956,872.00	12,154,956.00	801,916.00	13.7698	12.9608	0.8090	18.7197	17.7513	0.9684

Note: The rebalanced millage rates as calculated by the Commonwealth for 19/20 are as follows: Clinton County = 13.0436 and Lycoming County = 17.7513. The district is required to have the millage rates rebalanced by the Commonwealth every year. All information is based on assessment values obtained from the counties in the Fall of

* The only exception we qualify for is Special Education, which is estimated to be \$287,102. It was estimated using a PDE issued worksheet, PDE will finalize the exact amount.



THE R.R. MOTTER AGENCY

ALL LINES OF INSURANCE
262 Allegheny St.
Jersey Shore, PA 17740
(570) 398-1411, Fax 398-1952

Invoice

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

Client	Jersey Shore Area School District
Date	80
Client Service	12/04/2018
Page	Barbara Wagner
	1 of 1

Payment Information	
Invoice Summary	
Payment Amount	\$ 579.00
Payment for:	Invoice#279149
	CAS283-18

Thank You

PLEASE DETACH AND RETURN WITH PAYMENT

Customer: Jersey Shore Area School District

Invoice	Effective	Transaction	Description	Amount
279149	01/15/2019	Policy change	Policy #CAS283-18 07/01/2018-07/01/2019 RSBA Insurance Trust Package - Add Law Enforcement Liability	579.00
				Total
				\$ 579.00

Thank You

Richard R. Motter Agency
262 Allegheny St.
Jersey Shore, PA 17740

(570)398-1411

Date

12/04/2018



THE R.R. MOTTER AGENCY

ALL LINES OF INSURANCE
262 Allegheny St.
Jersey Shore, PA 17740
(570) 398-1411, Fax 398-1952

Invoice

Client	Jersey Shore Area School District
Date	60
Client Service	12/04/2018
Page	Barbara Wagner
	1 of 1

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

Payment Information	
Invoice Summary	\$ 255.00
Payment Amount	
Payment for:	Invoice#279150
EXS283-18	

PLEASE DETACH AND RETURN WITH PAYMENT

Thank You

Customer: Jersey Shore Area School District

Invoice	Effective	Transaction	Description	Amount
279150	01/15/2019	Policy change	Policy #EXS283-18 07/01/2018-07/01/2019 PSBA Insurance Trust Umbrella - add Law Enforcement Liab	255.00
				Total
				\$ 255.00

Thank You

Richard R. Motter Agency
262 Allegheny St.
Jersey Shore, PA 17740

(570)398-1411

Date

12/04/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number CAS283-1

POLICY NUMBER CMR-CPP-01705 MOC#CAS283-18	POLICY CHANGES EFFECTIVE 1/16/19	COMPANY CM Regent Insurance Company
NAMED INSURED Jersey Shore Area SD		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED General Liability Coverage Part		
CHANGES The following changes apply only to the Named Insured listed above. In consideration of an additional pro-rated premium of \$579 it is hereby understood and agreed that Law Enforcement Liability \$1,000,000 limit is added to the Memorandum of Coverage.		

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number EXS283-1

POLICY NUMBER CMR-EXC-01705 MOC# EXS283-18	POLICY CHANGES EFFECTIVE 1/15/19	COMPANY CM Regent Insurance Company
NAMED INSURED Jersey Shore Area SD		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED Commercial Excess Liability		
CHANGES The following changes apply only to the Named Insured listed above. It is hereby understood and agreed that Law Enforcement Liability for the Named Insured listed above is included in the Excess Liability for limits displayed on the MOC. All other terms, conditions, and exclusions remain the same. Additional/Return Premium: \$255		

Authorized Representative Signature

INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist

This independent contractor agreement (the “Agreement”) is made on this 28th day of November, 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 - DS)

**Pennsylvania Licensed ATHLETIC TRAINER
WRITTEN PHYSICIAN SUPERVISING AGREEMENT**

DIRECTIONS: Please type your responses in the gray boxes; they will expand as you type. You may use the TAB key to advance to the next textbox.

<u>Jacqueline E. George, ATC, LAT</u>	RT: RT000126A	<u>12/31/2020</u>
(1) Name of Licensed Athletic Trainer	PA State License #	Expiration Date
<u> </u>	RT: <u> </u>	<u> </u>
(2) Name of Licensed Athletic Trainer	PA State License #	Expiration Date
<u>Ronald N. Eisner, MD</u>	<u>MD025261E</u>	<u>12/31/2020</u>
Name of Licensed Supervising Physician	PA Medical License #	Expiration Date
<u>Jersey Shore Area School District</u>	<u>01/01/2019 to</u>	
Name of Organization (e.g. xxx School District, xxx University)	<u>12/31/2020</u>	
	Effective Dates of Agreement	
<u>Jersey Shore Area School District</u>		
Name of Employer of Athletic Trainer		

I, **Ronald N. Elster**, as supervising physician, agree to supervise the PA Licensed athletic trainer(s) named above, in their/his/her provision of athletic training services under my **direction*** while employed by/working at the aforementioned location and/or employment setting.

"Direction" is defined by the PA Medical and Osteopathic Practice Acts, 123/124; February 20, 2012-
Section 2. Definitions. - General Assembly of PA as: "Direction." Supervision over the actions of a licensed
athletic trainer via referral by prescription to treat conditions for a physically active person from a licensed
physician, dentist or podiatrist or written protocol approved by a supervising physician, dentist or
podiatrist, except that the physical presence of the supervising physician, dentist or podiatrist is not
required if the supervising physician, dentist or podiatrist is readily available for consultation by direct
communication, radio, telephone, facsimile, telecommunications or via other electronic means.

At all times, the State licensed athletic trainer(s) listed above will act within the scope of practice of his/her/their education and training as defined in the Rules and Regulations of the Pennsylvania Medical and Osteopathic Practice and as further delineated in the National Athletic Trainers' Association (NATA) Guide to Athletic Training Services: <http://www.nata.org/sites/default/files/GuideToAthleticTrainingServices.pdf>

The Athletic Trainer will maintain communication with me, at defined intervals, via the following modes:

Mode: ☒ phone / text ☐ email ☐ other (e.g. fax)list: ☐ In Person
(check all modes of communication that apply and define communication schedule)

Frequency: ☐ daily ☐ weekly ☒ PRN ☐ other - list:

ATHLETIC TRAINING SERVICES* include:(*As per Acts 123/124; February 20, 2012- *Section 2. Definitions. - General Assembly of PA*)

UNDER THE DIRECTION OF A SUPERVISING LICENSED PHYSICIAN, ATHLETIC TRAINING SERVICES INCLUDES:

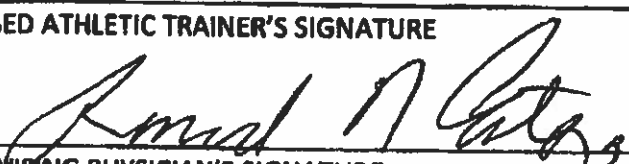
- Manage and provide care of injuries
- Render emergency care
- Develop injury prevention programs
- Provide appropriate preventative and supporting devices
- Assess, manage, treat, rehabilitate & recondition conditions within scope of practice & educational parameters
- Use of modalities (heat, cold, light, air H2O, electric, sound...)
- Use of therapeutic exercise/reconditioning exercise & fitness
- **DOES NOT INCLUDE:** surgery, invasive procedures, Rx of controlled substances

Further delineation of responsibilities or expectations will include:

THIS DOCUMENT IS ONLY VALID ONLY FROM (DATE): 01/01/2019 TO (DATE): 12/31/2020 AS PER THE STATE BOARD OF MEDICINE AND OSTEOPATHIC MEDICINE PRACTICE ACT. THIS DOCUMENT IS NULLIFIED IF EITHER THE LICENSED ATHLETIC TRAINER OR PHYSICIAN CHANGE EMPLOYER, RELATIONSHIP, OR HAS HIS/HER/THEIR LICENSE REVOKED DURING THE LENGTH OF THIS CONTRACT.


 LICENSED ATHLETIC TRAINER'S SIGNATURE

12-26-2018
 DATE

LICENSED ATHLETIC TRAINER'S SIGNATURE

 SUPERVISING PHYSICIAN'S SIGNATURE

DATE
12/26/18
 DATE

SUPERVISING PHYSICIAN'S CONTACT INFORMATION:

Business Name:	Gelsinger Family Practice Avis	Office Phone/Ext:	572-753-8620
Street Address:	104 E Central Ave	Cell Phone	570-772-3072
City, State, Zip:	Avis, Pa. 17721	Email Address:	rnelster@gelsinger.edu
		Fax Number:	5707535489

Supervising Physician Written Agreement

- References:**
- NATA Guide to Athletic Training Services:
<http://www.nata.org/sites/default/files/GuideToAthleticTrainingServices.pdf>
 - State Board of Medicine and Osteopathic Medicine Practice Act
49 PA. CODE, CHAPTERS 16, 18, AND 25
ATHLETIC TRAINERS

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school name Jersey Shore Area School District

Official approved private provider name: Nittany Learning Services

AND NOW, this _____ day of _____ (month), 2018, Nittany Learning Services with a principal place of operations located at 440 Little League Boulevard, Williamsport PA 17701, and the Jersey Shore Area School District enter into this Act 48 Program Placement Agreement as follows:

WHEREAS, Nittany Learning Services primary operations is an approved independent contractor for the delivery of alternative education services for disruptive youth and has been since 2016. Nittany Learning Services is an approved private provider of Alternative Education Services for Disruptive Youth by the Pennsylvania Department of Education.

WHEREAS, Jersey Shore Area School District and, Nittany Learning Services have entered into a contractual arrangement, as further described herein, wherein Jersey Shore Area School District will have certain placement rights regarding "disruptive youth", as defined in the Act, that Jersey Shore Area School District desires to place their students into the Nittany Learning Services program for educational and counseling services.

(NOTE: This last sentence may be modified depending on the scope of the contracted services.)

(NOTE: You can include any other "WHEREAS" statements you want here.)

NOW THEREFORE, in accordance with the aforesaid recitals, Nittany Learning Services and Jersey Shore Area School District, intending to be legally bound, agree as follows:

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

(NOTE: You are free to add any definitions, as you feel appropriate.)

- a. **"TERM"**. For purposes of this Agreement, "Term" shall be defined as the 2018-2019 school year.
- b. **"PROGRAM"**. For purposes of this Agreement, "Program" shall be defined as the, Nittany Learning Services Act 48 program;
- c. **"PUBLIC SCHOOL"**. For purposes of this Agreement, "PUBLIC SCHOOL" shall collectively be defined as all schools of the Jersey Shore Area School District, acting by and through their authorized employees, agents and representatives; and
- d. **"STUDENT"**. For purposes of this Agreement, "Student" shall be defined as a male or female in middle school, high school, or an area-vocational school at Jersey Shore Area School District who has been officially enrolled and designated as a "disruptive youth" in accordance with the Act.

2. MATRICULATION RIGHTS:

Jersey Shore Area School District shall have the right to matriculate students into the Nittany Learning Services program, under the following terms and conditions:

- a. Jersey Shore Area School District shall certify to Nittany Learning Services that the student is "disruptive" as defined in the Act and provide all pertinent information to Nittany Learning Services regarding said student;

3. COST/PAYMENT:

Jersey Shore Area School District shall compensate Nittany Learning Services for the program services rendered to students as agreed or set below:

Jersey Shore Area School District agrees to pay a per diem rate per student of \$120.00 to Nittany Learning Services. Jersey Shore Area School District will be invoiced monthly for per diem rates and payment will be due by the 10th day of the month.

Jersey Shore Area School District agrees to pay Nittany Learning Services a pre-purchased unit rate of \$15,000 per student. The pre-purchased unit rate covers one student unit for the entire school year. Jersey Shore Area School District will receive one free pre-purchased unit for every 10 pre-purchased units.

4. DURATION: one school year (2018-2019)

5. COMPLIANCE – PDE GUIDELINES:

During the entire term of this Agreement, Nittany Learning Services and Jersey Shore Area School District warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2003/2008 Guidelines regarding Private Alternative Education Institutions or any other requirements 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:

I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:

a. Nittany Learning Services 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 and Lycoming County, and that said facility has been approved by the Licensing and Inspection Bureau of County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.

b. Nittany Learning Services shall provide to Jersey Shore Area School District upon written request, any original licenses for review.

c. Nittany Learning Services 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.

d. Nittany Learning Services 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, 7-738, 7-739, and 7-740.

e. Nittany Learning Services has written procedures on file for student and parental/guardian concerns and that complaints are referred to the public school immediately.

II. SCHOOL FOOD SERVICE:

Nittany Learning Services shall provide all food service and meet the requirements of Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c and all state and local statutes regarding food safety, inspections, and sanitation. Nittany Learning Services will contract with the Williamsport Area School District to provide lunches to the students enrolled in the AEDY program.

III. STAFFING:

a. Nittany Learning Services 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.

b. Nittany Learning Services warrants that all employees and members of its staff are citizens of the United States of America.

c. Nittany Learning Services 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, and that all records received show no evidence of a criminal background or a background of child abuse

IV. STUDENT ATTENDANCE:

a. Jersey Shore Area School District warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty six (36), items number 4a, 4b and 4c 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 Nittany Learning Services administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at Nittany Learning Services, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

a. Nittany Learning Services warrants that during the entire term of this Agreement, Jersey Shore Area School District shall receive a written progress report for each Jersey Shore Area School District's student matriculated into Nittany Learning Services in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.

b. Nittany Learning Services and Jersey Shore Area School District, their agents and employees shall perform their respective duties to ensure that records, names, and identities, shall remain confidential as required for fulfillment of the terms of this agreement.

VI. TRANSPORTATION:

a. Jersey Shore Area School District will be responsible for transportation of said students to Nittany Learning Services in accordance with 24 P.s. 13-1361 and 67 Pa. Code Chapter 171.

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

a. Nittany Learning Services warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

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 Nittany Learning Services administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by Nittany Learning Services administrative staff, and a written report shall be completed by Nittany Learning Services. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the Nittany Learning Services educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item 7).

Nittany Learning Services 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 the Nittany Learning Services educational facility.

VIII. SCHOOL HEALTH SERVICES

Nittany Learning Services warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the Nittany Learning Services educational facility. A nurse will not be present on site.

Emergency situations will be handled by contacting the student's parent/guardian and emergency personnel if needed.

Student Health Services will be provided by the Jersey Shore Area School District who employs a Registered Nurse that is available for consultation with students and staff. Nittany Learning Services personnel will provide medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with Jersey Shore Area School District by the date of admission. Nittany Learning Services will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

Nittany Learning Services 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.

(Note: Any waivers should be denoted here.)

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

Nittany Learning Services and the Jersey Shore Area School District will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for students identified. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34

CFR 300.343); (c.) Any services that are not provided by Nittany Learning Services or cannot be provided by Nittany Learning Services during the period of enrollment will be the responsibility of Jersey Shore Area School District and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), Nittany Learning Services will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education Student is enrolled, Nittany Learning Services will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. Nittany Learning Services agrees to update the student I.E.P. annually via a conference with student, parents/guardians, and a designated referring special education representative in accordance with applicable law.

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

In accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C(5) Jersey Shore Area School District shall set forth its internal policies to identify those Jersey Shore Area School District students who are eligible for the Nittany Learning Services Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

XII. PERIODIC REVIEW OF STUDENTS:

Jersey Shore Area School District and Nittany Learning Services shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every semester.

XIII. ANNUAL REPORT

Nittany Learning Services shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

EXEMPTION FROM STATUTORY REQUIREMENTS:

Nittany Learning Services 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 Nittany Learning Services operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 39.

CHALLENGES:

Nittany Learning Services confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from an legal challenge(s) regarding the Nittany Learning Services Act 48 Program and/or the actions of Nittany Learning Services as the Private Alternative Education Institution. The Jersey Shore Area School District and its Board of School Directors shall not be liable for any activity or operation related to the approved private provider.

HOLD HARMLESS/INDEMNIFICATION:

Nittany Learning Services and Jersey Shore Area School District agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorneys fees, said indemnification including without limitation the Nittany Learning Services Board of Directors, Officers, Shareholders and Jersey Shore Area School District Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the Jersey Shore Area School District fails to fulfill any term, covenant or condition of this Agreement, Jersey Shore Area School District agrees to hold Nittany Learning Services harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding Nittany Learning Services failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing Jersey Shore Area School District to be a Defendant in litigation by a third party, Nittany Learning Services agrees to hold Jersey Shore Area School District harmless

and indemnify Jersey Shore Area School District including costs and attorney fees.

INSURANCE:

Nittany Learning Services will carry liability insurance for its employees and the program. The Insurance Policy is purchased from Strickler's Insurance Agency and will include general liability, professional liability, abuse and molestation, Workers Compensation and umbrella. The term for this policy runs yearly from 7-1-18 to 6-3-19 of the following year. A copy of the liability coverage is available to the District upon request and will be on file in the administration office at 300 South Harrison Road, Pleasant Gap PA. 16823.

INSOLVENCY OF PUBLIC SCHOOL:

If Jersey Shore Area 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 Nittany Learning Services and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to Nittany Learning Services within ten (10) days. If said payment is not received, all Jersey Shore Area School District students and related records shall not be entitled to continue to be matriculated at Nittany Learning Services and said records shall be forwarded by Nittany Learning Services. If said payment is received, the matriculated Jersey Shore Area School District students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL:

Nittany Learning Services agrees that the Jersey Shore Area School District retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty day opportunity to cure said default by Nittany Learning Services.

TERMINATION – APPROVED PRIVATE PROVIDER

Nittany Learning Services retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty-day opportunity to cure said default by Jersey Shore Area School District for any of the following reasons:

- a. One or more material violations of this Agreement;

- b. Failure to timely comply with Nittany Learning Services requests for information regarding any matriculated students, or failure to cooperate with Nittany Learning Services staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any Nittany Learning Services 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 Area School District has not been exempted; Jersey Shore Area School District or their Board of School Directors has been indicted for and convicted of fraud;

COMPLIANCE - STATE REGULATIONS:

Nittany Learning Services 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 Area School District agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT:

Nittany Learning Services agrees that this Agreement may not be assigned or transferred by Nittany Learning Services or Jersey Shore Area School District and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Jersey Shore Area School District.

COMPLIANCE:

Nittany Learning Services 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.

SEPARABILITY:

Nittany Learning Services 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.

JURISDICTION AND VENUE:

Centre County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Centre County shall be the appropriate venue for any dispute involving this agreement.

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 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:

Nittany Learning Services 440 Little League Boulevard, Williamsport PA. 17701.

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 Nittany Learning Services 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 Nittany Learning Services shall be construed, respectively, to be a waiver of Nittany Learning Services rights or to represent any agreement by Nittany Learning Services to undertake or perform such act or matter thereafter.

NONDISCRIMINATION

Nittany Learning Services agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to Nittany Learning Services right to receive waivers from the same or Nittany Learning Services rights of noncompliance as set forth in Act 48 or other legal standard.

Chief school officer of public school

Date

Date

CEO of approved private provider

Date

Date