

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of March 11, 2019

A. Opening

1. Call to Order: Mr. Craig Allen, President, called the meeting to order at 7:01 p.m.

2. Roll Call:

Members Present: Mr. Craig Allen, Mr. Harry Brungard, Mr. Christopher Fravel, Mrs. Michelle Stemler, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: Christopher Kenyon, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary, Dr. Kenneth Dady, Assistant Superintendent and Gabrielle Harris and Emmilianne George, Student Representatives.

Members Absent: Mr. John Pecchia and Mrs. Karen Stover

3. Pledge of Allegiance Led by Elianna Good, Hayleigh Dauler and Maladia Sausser, students representing Jersey Shore Area Elementary School.

B. Presentations

1. Communications:

- a. Athletic State qualifiers will be recognized at next board meeting.
- b. Secondary Students have been trained in the use of the Safe2Say program. Parents can view the training by going to the District website under the Administration tab and then choosing 'Special Video Library'.
- c. Williamsport Lycoming Chamber of Commerce's JSASD teacher of the year is Gina Wert and student of the year is Annalise Eiswerth!
- d. Hearing for possible closure of Avis Elementary is March 28, 2019, 7:00 p.m. at the Middle School.
- e. Senior Student Representative for the board meeting was Gabby Harris.

2. President's Report: None

3. Student Representative Report:

- a. Reminder of the High School production of the Addams Family Musical on March 29 -31, 2019 in the High School auditorium.

4. Intermediate Unit Report: None

5. Superintendent's Report:

- a. Courtney Miele Scholarship - 2019 Senior Class Officers
- b. Lead2Feed Challenge Award - Dolly Oden
- c. BLaST IU 17 proposed 2019-2020 General Operations Budget at first read - Ben Enders
- d. Budget Update - Ben Enders (Attachment)

C. Courtesy of the Floor on Agenda Items:

Justin Wall-Anthony Twp. – asked some financial questions.

K. Executive Session: An executive session was held for personnel and legal issues starting at 7:42 p.m. after which business was conducted.

Meeting resumed at 8:54 p.m.

D. Personnel

1. Personnel Items:

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

- a. FMLA from April 12, 2019 (approx.) thru June 10, 2019 (approx.) for employee 2018-19-17.
- b. FMLA from February 27, 2019 thru May 22, 2019 (approx.) for employee 2018-19-18.
- c. FMLA from February 13, 2019 thru March 25, 2019 (approx.) for employee 2018-19-19.
- d. FMLA from February 27, 2019 thru May 22, 2019 (approx.) for employee 2018-19-20.
- e. appointment of Christopher Eck as Assistant Girls Track and Field coach, at a stipend of \$2,436.30,(level 3 of the coaches' salary matrix), effective March 12, 2019.
- f. appointment of Mindy Gunn as Assistant Middle School Track and Field coach, at a stipend of \$1,872.00,(level 5 of the coaches' salary matrix), effective March 12, 2019.
- g. appointment of Mande Jenkins as Assistant Varsity Softball coach, at a stipend of \$2,165.60,(level 1 of the coaches' salary matrix), effective March 12, 2019.
- h. Rylie Neece as a Volunteer Middle School Girls Soccer coach, effective March 12, 2019.
- i. accepting letters of retirement from the following, effective the last day of the 2018-2019 school year:

Betsy Black - High School Spanish Teacher with 16 years of service
Cynthia Welsh - District Library Media Specialist/Technology Coach with 16 years of service
Mary Lee Stabley - Paraprofessional/High School Library Assistant with 28 years of service

The vote was a unanimous yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds:

1. Building and Grounds Item:

Motion: A motion was made by Chris Fravel and seconded by Mary Thomas to approve the following Building and Grounds item as listed on the agenda:

- a. Agreement of Limited Professional Services with Larson Design Group for the High School CTE Project as recommended by the Capital Projects Committee at a cost of \$6,800, funds will come from the capital reserve account. (Attachment)

The vote was a unanimous Yes. Motion carried.

G. Finance: None

H. Miscellaneous:

1. Miscellaneous Items

Motion: A motion was made by Harry Brungard and seconded by Merrill Sweitzer to approve Miscellaneous items a. – j. as listed on the Agenda:

- a. establishment of a scholarship fund by the Class of 2019 to be named: Courtney Miele Scholarship.
- b. the revision of the 2018-2019 School Year calendar. (Attachment)
- c. a donation of Stop the Bleed kits from Geisinger Hospital of Jersey Shore.
- d. a 2 year Linkage Agreement between Community Services Group and Jersey Shore Area School District. (Attachment)
- e. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-2 heard on February 25, 2019.
- f. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-3 heard on February 25, 2019.
- g. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-4 heard on February 28, 2019.
- h. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-5 heard on February 28, 2019.
- i. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-6 heard on February 28, 2019.
- j. to adopt and approve adjudication for a student disciplinary matter for Student 2018-19-7 heard on February 28, 2019.

The vote was a unanimous Yes. Motion carried.

Motion: A motion was made by Harry Brungard and seconded by Chris Fravel to approve Miscellaneous item k. as listed on the Agenda, a roll call vote was held:

- k. to adopt and approve a stipulation in lieu of a disciplinary hearing for Student 2018-19-8 dated March 7, 2019.

The vote was as listed below:

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

The vote was 5 – yes and 2 – no. Motion carried.

I. Old Business:

- a. Graduation Policy Review
- b. Technology/Student Access

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

Beth McClain-Piatt Twp – commented on cutting positions.

Justin Wall-Anthony Twp. – commented on closings and fiber lines.

Kayla Calhoun-Avis Boro – commented on costs for closing and reconfiguration.

K. Executive Session: An executive session was held for legal issues starting at 9:15 p.m. after which no business was conducted.

Meeting resumed at 10:28 p.m.

L. Adjournment

The March 11, 2019 Regular Board Meeting was adjourned at 10:29 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary

3/11/19

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:	\$ 41,983,451	
2019-20 Budgeted Expenditures:	<u>42,924,073</u>	
Surplus/(Deficit)		<u>(940,622)</u>
Total Budgetary Fund Balance 7/1/20		<u><u>\$ 4,629,287</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>(740,622)</u>	
Estimated Committed Fund Balance for PSERS Increase Use of Fund Balance 7/1/20		\$ 1,469,312
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>\$ 4,629,287</u></u>
Estimated Unassigned Fund Balance 7/1/20 As a Percent of 2019-20 Appropriations		<u><u>5.47%</u></u>
Estimated Total Fund Balance 7/1/20 As a Percent of 2019-20 Appropriations		<u><u>10.78%</u></u>

**Jersey Shore Area School District
18/19 Budget Update
March 11, 2019**

3/11/19

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Salary & Benefit Changes			
Decrease in Health Insurance to Actual Renewal (Projected = 6.5%, Actual = 3.0%)	\$ 5,290,008.49	5,129,637.07	\$ (160,371.42)
Resignation of Jason Willits (approved 2.25.19)	141,346.34	-	(141,346.34)
Guidance Counselor New Hire - projected at 18/19 M2 Scale w/ Family PPO C Insurance	-	103,634.94	103,634.94
Removal of Curriculum Writing Stipend replaced w/ BLAST IU contract (approved 2.25.19)	14,194.28	-	(14,194.28)
Avis Building Budget Changes			
Replacement of Wheelchair	-	225.00	225.00
Jersey Shore Elementary Building Budget Changes			
Replacement of Wheelchair	-	225.00	225.00
Buildings & Grounds Budget Changes			
Removal of Stair Replacement at Salladasburg (will be refurbished in 18/19)	3,000.00	-	(3,000.00)
District-Wide Lead Testing (1/3 of all Taps - \$7,296 approved 1.28.19)	6,000.00	2,433.00	(3,567.00)
Reduction of Travel & Training (2620-580)	4,300.00	2,300.00	(2,000.00)
District Wide Budget Changes			
Increase in Transportation Costs (2700-513)	1,670,267.75	1,741,037.00	70,769.25
Business Services Dues & Fees (2510-810)	2,445.00	4,730.00	2,285.00
Business Services Other Expenses (2510-890)	500.00	-	(500.00)
BLAST IU contract for Curriculum Writing (approved 2.25.19) (2260-322)	-	10,000.00	10,000.00
Reclass of Postage Budget to Tax Function for mailing of R/E Tax Bills (2540-532)	30,000.00	26,000.00	(4,000.00)
Reclass of Postage Budget to Tax Function for mailing of R/E Tax Bills (2330-532)	-	4,000.00	4,000.00
Infocon Tax Bill Software & Processing (2330-330)	5,000.00	6,500.00	1,500.00
Reclass of Infocon Fees to Lockbox Fees (2330-340)	4,000.00	-	(4,000.00)

**Jersey Shore Area School District
18/19 Budget Update
March 11, 2019**

3/11/19

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Reclass of Infocon Fees to Lockbox Fees (2330-335)	-	5,000.00	5,000.00
Reduction of Paying Agent Fees for Bond Issues (2310-310)	3,000.00	2,250.00	(750.00)
Reduction of Warehouse Supplies (2530-610)	300.00	50.00	(250.00)
Reduction of Homebound Travel (1430-580)	2,500.00	1,500.00	(1,000.00)
Reduction of Transportation Travel (2700-580)	1,100.00	500.00	(600.00)
Total Expenditure Changes			\$ (137,939.85)
Budgeted Expenditures as Presented on January 14, 2019			<u>43,062,012.55</u>
Budgeted Expenditures as Presented on March 11, 2019			<u>\$ 42,924,072.70</u>
State Revenue Changes			
Increase in Basic Education Funding per the Governor's 2.5.19 Proposal	13,128,638.00	13,797,126.00	668,488.00
Decrease in Ready to Learn Block Grant per the Governor's 2.5.19 Proposal	489,271.00	-	(489,271.00)
Decrease in Vocational Technology Funding per the Governor's 2.5.19 Proposal	109,485.00	109,106.00	(379.00)
Increase in Special Educational Funding per the Governor's 2.5.19 Proposal	1,822,585.00	1,873,495.00	50,910.00
Decrease in Social Security Reimbursement due to change of Aide Ratio	763,644.26	762,561.69	(1,082.57)
Decrease in Retirement Reimbursement due to change of Aide Ratio	3,593,159.46	3,588,087.30	(5,072.16)
Decrease in Retirement Reimbursement on Jason Willits Resignation	18,022.83	-	(18,022.83)
Decrease in Social Security Reimbursement on Jason Willits Resignation	4,020.84	-	(4,020.84)
Increase in Retirement Reimbursement on Guidance Counselor New Hire	-	12,195.82	12,195.82
Increase in Social Security Reimbursement on Guidance Counselor New Hire	-	2,720.85	2,720.85
Decrease in Retirement Reimbursement from removal of Curriculum Writing Stipend	2,196.95	-	(2,196.95)
Decrease in Social Security Reimbursement from removal of Curriculum Writing Stipend	490.14	-	(490.14)
Increase in Transportation Subsidy	1,178,701.00	1,236,532.00	<u>57,831.00</u>

**Jersey Shore Area School District
18/19 Budget Update
March 11, 2019**

3/11/19

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Total Revenue Changes			\$ 271,610.18
Budgeted Revenues as Presented on January 14, 2019			<u>41,711,840.86</u>
Budgeted Revenues as Presented on March 11, 2019			<u>\$ 41,983,451.04</u>
Deficit as Presented on January 14, 2019			\$ (1,350,171.69)
Net Changes			<u>(409,550.03)</u>
Deficit as Presented on March 11, 2019			<u>\$ (940,621.66)</u>

Budget Notes

Revenues:

Tax Increase to the Index (\$453,132)

Expenditures

Departmental meetings and review were held on December 4th, 5th & 6th
Majority of the Buildings/Departments have come in below last years final budget
2.0% increase for all expiring contracts & 2% increase for all non-contracted staff
Certified Retirement Rate = 34.29%
Health Insurance Rate Increase = 3% as approved by LCIC on 2/14/19

**Jersey Shore Area School District
Long Term Financial Outlook**

3/11/19

	2019-2020	2020-2021	2021-2022	2022-2023
	Budget	Projection	Projection	Projection
Salaries	\$ 16,751,257	\$ 17,733,896	\$ 18,277,717	\$ 18,847,444
FICA	1,281,471	1,356,643	1,398,245	1,441,829
Retirement	5,721,963	6,164,122	6,429,912	6,752,829
Workers Compensation Insurance	67,371	66,475	66,476	66,476
Health Insurance (both Employees & Retirees)	5,129,637	5,351,915	5,616,784	5,904,563
Dental Insurance	260,379	273,398	287,068	301,421
Vision Insurance	7,580	7,580	7,580	7,580
Life and AD&D Insurance	13,845	13,906	13,906	13,955
Tuition Reimbursement	130,000	130,000	130,000	130,000
Other (LTD, Unemployment Compensation, Retirement Incentive, & Compensated Absences)	31,622	31,761	31,869	32,013
Total Employee Benefits	12,643,869	13,395,801	13,981,840	14,650,667
Professional Services	2,251,667	2,251,667	2,251,667	2,251,667
Property Services	915,083	915,083	915,083	915,083
Other Services	4,577,243	4,577,243	4,577,243	4,577,243
Supplies	1,015,210	1,015,210	1,015,210	1,015,210
Equipment	386,844	386,844	386,844	386,844
Other Expenses	1,726,900	1,133,669	1,133,669	1,133,669
Other Uses	2,656,000	2,656,000	2,656,000	2,656,000
Total Expenditures	\$ 42,924,073	\$ 44,065,413	\$ 45,195,272	\$ 46,433,826
Local Revenue	\$ 17,719,801	\$ 17,719,801	\$ 17,719,801	\$ 17,719,801
State Revenue	23,622,229	23,869,970	24,058,415	24,283,049
Federal Revenue	636,421	636,421	636,421	636,421
Other Revenue	5,000	5,000	5,000	5,000
Total Revenue	\$ 41,983,451	\$ 42,231,192	\$ 42,419,637	\$ 42,644,271
Surplus/(Deficit)	(940,622)	(1,834,221)	(2,775,635)	(3,789,554)
Fund Balance @ Beginning of Fiscal Year	\$ 6,139,975	\$ 4,629,287	\$ 2,795,067	\$ 19,431
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	<u>\$ 4,629,287</u>	<u>\$ 2,795,067</u>	<u>\$ 19,431</u>	<u>\$ (3,770,123)</u>
Fund Balance as a % of Budget/Projected Exp.	11%	6%	0%	-8%
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	<u>\$ 5,131,307</u>	<u>\$ 3,647,087</u>	<u>\$ 1,221,451</u>	<u>\$ (2,218,103)</u>
	12%	8%	3%	-5%

* 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 6.0% per year



Larson Design Group

An Agreement for the Provision of Limited Professional Services

February 21, 2019

Mr. Mark Wall
Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740

Re: JSASD High School – Shop wall openings

Dear Mr. Wall:

Larson Design Group (LDG) is pleased to propose the following Agreement for providing Engineering services for the above-referenced project. This proposal will remain open for acceptance for thirty (30) days from the date above.

Description of Project

The Jersey Shore Area School District (JSASD) is planning to enhance visibility and access between two rooms in the technology education area in the high school building by installing a double door and a strip of windows in an existing concrete masonry unit (CMU) wall. This wall does not appear to be gravity load bearing. However, it will be assessed for its possible contribution to the existing lateral force resisting system.

The professional services you require for this project are the preparation of construction documents to describe the removal of the wall, construction of new supporting structure, and relocation of Electrical and Mechanical equipment currently mounted to the wall.

Scope of Services:

The services to be provided are described below and in the attached Terms and Conditions (Exhibit A).

1. Review existing construction drawings and information available from JSASD.
2. Perform site visit to verify and document the existing conditions.
3. Review new opening extent and locations for compliance with existing building code requirements for Accessibility and Fire.
4. Review the capacity of the existing structural system in accordance with applicable codes, limited to the area affected by the wall removal, to determine the feasibility of utilizing the existing structure for support.

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Architects Engineers Surveyors

Williamsport 1000 Commerce Park Drive, Suite 201, Williamsport, PA 17701
Tel (570) 323-6603 Toll Free (877) 323-6603 Fax (570) 323-9902
www.larsondesigngroup.com



5. Structural design of new lintels, beams, columns, footing, etc. as required to construct the new openings.
6. Provide Construction Documents to reasonably describe the work, to include Technical Specifications and Construction Drawings. Drawings shall include at minimum:
 - a. Demolition Plan
 - b. Foundation Plan
 - c. Framing Plan, if required.
 - d. Structural Details and Notes
 - e. Electrical and Mechanical relocation notes, if required

Conditions:

1. Fees or forms for permitting shall be the responsibility of JSASD.
2. Existing exiting paths will not be changed by the new door and window openings. Architectural review shall be limited to compliance of the new construction to accessibility and fire codes.
3. It is assumed that the JSASD maintenance staff will be self-performing this work. The level of detail of these drawings are to provide direction to JSASD staff. No bidding documents will be provided. If JSASD decides to publicly bid the project, LDG can provide bidding documents at an additional fee.
4. No Construction Administration Services are provided under this agreement.

Client Responsibilities:

1. Provide drawings of the existing building and other information indicated above or requested for design purposes during course of the project.
2. Inform LDG at key points during construction for coordination of Construction Observation visits.

Schedule:

We have the resources to begin work within three (3) weeks of receiving written Notice to Proceed. We estimate it will take approximately three (3) weeks to complete our Scope of Services. The schedules will be revised if the Scope of Services changes or if information we need to finish our work is not forthcoming from you.

Engineering Compensation

Compensation for our services shall be a lump sum fee of \$6,800.00 (Six Thousand Eight Hundred Dollars).

Additional Services shall be charged at our standard hourly rates or billed at a mutually agreed upon fee.



Reimbursable Expenses

In addition to the engineering compensation as noted above, Reimbursable Expenses, as described in the Terms and Conditions, shall be billed as listed below:

- Postage, Shipping At Cost
- Reproductions (8 ½" x 11", Black and White)\$0.10/Sheet
- Reproductions (8 ½" x 11", Color).....\$0.50/Sheet
- Reproductions (22" x 34" or 24" x 36", Bond).....\$1.21/Sheet
- Mileage IRS Standard Rate

Professional Liability Insurance

Larson Design Group carries professional liability insurance. The policy is \$2,000,000 per occurrence with a \$4,000,000 limit.

Additional Provisions

The Client agrees that the scope, methods, details, techniques, and pricing data contained in this proposal shall be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of the Engineer. Client hereby agrees to allow Engineer to utilize Client's name and brief Project description in marketing material.

If Basic Services covered by this Agreement have not commenced within 120 days of the date of this Agreement, through no fault of LDG, the amounts of compensation set forth in this Agreement shall be equitably adjusted.

The costs of services, other than those specifically included and described above in this Letter of Agreement, have not been estimated. If Additional Services are requested, LDG will provide an estimate of our costs as required. No out of scope services will be provided without your written authorization.

This Letter of Agreement and Exhibit A, Terms and Conditions, constitute the entire Agreement between the parties. Please examine these documents, sign and return one copy along with any applicable retainer. An additional copy has been provided for your records. Receipt of this signed Letter of Agreement by our office will serve as written Notice to Proceed.

In the event that Client and Engineer have not executed this Letter of Agreement, Client's verbal or written authorization to Engineer to proceed with the performance of the services set forth therein, or any payment received from Client toward this project, shall constitute acceptance by Client of this Letter of Agreement. The parties agree that, notwithstanding its terms, no subsequently executed purchase order or other Client submitted terms and conditions shall modify, contradict or supplement the terms of this Letter of Agreement. In particular, no such subsequently executed document shall create any warranty with regard to the services performed by Engineer and its sub-consultants nor shall it create any right of indemnification or any remedy for the benefit of Client that is not expressly set forth in this Letter of Agreement.



At LDG we know that client service excellence is fundamentally linked to project outcomes. Our commitment to client-focused expectations is supported by our use of a third-party service that monitors our performance through direct client feedback during the project process. This monitoring will either be through web-based feedback surveys or direct conversations by the third-party service.

Thank you for considering Larson Design Group for this work. If the Scope of Services is not correct, or if you have any questions regarding other aspects of the Agreement, please call us immediately.

We are looking forward to working with you on this Project.

Sincerely,

LARSON DESIGN GROUP, INC.
(D/B/A Larson Design Group and/or LDG)

Agreed to and Accepted by:

Matthew S. Williamson, CDT
Senior Construction Representative

(Signature)

(Date)

(Printed Name/Title)

(For)

cc: Dan Manns, PE
Jamie George
File: 2019-0054

MSW/slw



EXHIBIT A - Terms and Conditions

This is an exhibit attached to and made part of the Letter of Agreement dated February 21, 2019, between Larson Design Group ("Engineer") and Jersey Shore Area School District ("Client").

Engineer shall perform the services outlined in this Agreement for the stated fee arrangement.

1.0 Definitions

- 1.1 Basic Services: Analysis, design, and preparation of drawings and specifications for the Systems as described in the Scope of Services.
- 1.2 Additional Services: Services beyond those outlined under Basic Services may be requested. These services may be provided as Additional Services by the Engineer under terms mutually agreed upon by the Client and the Engineer.

2.0 Fee

- 2.1 The total fee, except stated lump sum or hourly rate with a maximum fee, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.
- 2.2 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals or lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional service sales taxes, the cost of reproductions beyond those normally required for coordination and information purposes, and the cost of outside professional services.

3.0 Billings/Payments

Invoices for Engineer's services and reimbursable expenses shall be submitted at the Engineer's option, either upon completion of any phase of the service or on a monthly basis and are payable when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the Engineer may, without waiving any claim or right against Client, and without liability whatsoever to the Client; suspend or terminate the performance of all services. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of past due accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.

4.0 Access to Site

Unless otherwise stated, the Engineer will have access to the site for activities necessary for the performance of the services. The Engineer will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

5.0 Hidden Conditions and Hazardous Materials

- 5.1 A condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that a structurally deficient condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.
- 5.2 If the Client fails to authorize such investigation or correction after due notification, or the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.
- 5.3 The parties acknowledge that Engineer's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.0 Standard of Care

The Engineer's services shall be performed in accordance with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services under similar conditions at the same time and locality. The Engineer makes no other representation or warranties with respect to the services rendered hereunder, whether expressed or implied.

7.0 Review of Contractor's Work

- 7.1 The Client and Engineer agree that if Engineer's Basic Services under this Agreement do not include (1) Project Observation or other review or examination of contractor performance, and/or (2) any other Construction Phase Services, then the Client shall assume full and complete responsibility for such services. This includes, but is not limited to, responding to questions regarding the intent of the contract documents, reviewing submittals, transmittals, shop drawings, applications for payment, or any other document prepared or submitted by the contractor or Client during construction, attendance at project meetings, preparation of a punch-list or other itemization of remaining work, preparation of correspondence or any other such duty.
- 7.2 Where Engineer has a duty to review any shop drawings, submittals or other such documents, it is agreed Engineer's review shall be for design intent only. Engineer is not responsible for deficiencies, errors or omissions in the shop drawings, or submittals, or other such documents provided by contractor.



8.0 Opinion of Probable Cost

In providing opinions of probable construction cost, the Client understands that the Engineer has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the Engineer's qualifications and experience. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

9.0 Betterment

If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

10.0 Indemnifications

To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

11.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause(s) shall not exceed the total amount of \$25,000, or the amount of the Engineer's fee whichever is greater. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty. This limitation of liability shall apply to the Engineer and its officers, members, directors, partners, agents, employees, and sub-consultants.

12.0 Termination of Services

This Agreement may be terminated upon 10 days written notice by either party. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

13.0 Ownership Documents

All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by



Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Client shall not create any rights in third parties.

14.0 Dispute Resolution

Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

15.0 Changes or Delays

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

16.0 Supplemental Conditions

None

End of Exhibit A



Jersey Shore Area School District SCHOOL CALENDAR 2018-2019

Approved 2-26-18
Revision Approved 10-8-18
Revision Approved 11-27-18
Revision Approved 1-28-19
Revision for Approval 3-11-19

AUGUST				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

August 15-18:
August 20-22:

Teacher induction
In-service

(0-3)

SEPTEMBER				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

September 5:
September 6:

In-service
First student day

(17-1) / (17-4)

OCTOBER				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

October 8:

In-Service

(22-1) / (39-5)

NOVEMBER				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November 8:
November 9:

End marking period 1
2-hour early dismissal

November 16:

Snow Day

November 19-20:

Act 80 days/conferences

11/19 12:30-8:00 pm

Parent conferences

11/20 7:45 am-3:15 pm

Parent conferences

November 21-26:

Schools closed

(17-0) / (58-5)

December 21:

2-hour early Dismissal
(staff and students)

December 24-31:

Schools closed

(15-0) / (71-5)

DECEMBER				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

JANUARY				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January 1-2:

Schools closed

January 7-18:

Keystone Testing, Wave 2

January 23:

Snow Day

January 29:

Snow Day

January 31:

Cold Weather Day

(18-0) / (89-5)

FEBRUARY				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

February 1:

End marking period 2

February 1:

2-hour early dismissal

February 8:

Report cards distributed

February 12:

Snow Day

February 18:

Schools closed

(18-0) / (107-5)

MARCH				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

(21-0) / (128-5)

APRIL				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

April 9:

End marking period 3

April 12:

2-hour early dismissal

April 18:

Report cards distributed

April 15-26:

PSSA Testing, Grades 3-8

April 19:

English/Language Arts

April 29-30:

Schools closed

PSSA Testing, Grades 3-8

Mathematics

(21-0) / (149-5)

MAY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April-May:

PSSA Make-ups

May 1-3:

PSSA Testing, Grades 3-8

Mathematics

May 13-23:

Keystone Testing

Algebra I, Biology, Literature

May 24:

Act 80 day/senior projects

Keystone exam makeups

May 27:

Schools closed

(22-0) / (171-5)

JUNE				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

June 8:

Graduation

June 12:

Last student day

June 13:

2-hour early dismissal

June 14-17:

Act 80 day

In-service

(9-2) / (180-7)

- teacher induction
- first student day
- in-service day/no school for students
- schools closed
- Act 80 day/no school for students
- 2-hour early dismissal
- end of marking period
- report cards distributed

Weather Make-up Days:

- : 1st make-up
- : 2nd make-up
- : 3rd make-up

January 21, 2019
April 22, 2019
June 10, 2019

All other weather make-up days will be added to the end of the calendar.



Linkage Agreement

Community Services Group

**All Seasons Therapy Center, Partial Hospitalization Program, Peer Support Services,
Behavioral Health Rehabilitation Services, Family Based Mental Health Services,
Commerce Park Clubhouse, Mobile Psych Rehab Services, Mental Health Residential
Services, Intellectual Developmental Disabilities Services**

And

**Jersey Shore Area School District
Attn: Jill Weinrich, Superintendent
175 A & P Drive
Jersey Shore, PA 17701**

This agreement states:

- **Reciprocity for referrals, through established referral procedures, for individuals requesting mental health and/or intellectual developmental disabilities treatment and services.**
- **Service provision shall be based upon Federal and State regulatory standards governing the providers identified above.**
- **Service provision shall include written and/or verbal collaboration. HIPAA laws pertaining to protected health information will be followed per agency guidelines.**
- **Service provision shall be on a non-preferential, non-exclusive basis, which facilitates continuity of care.**
- **This agreement expires two (2) years from the date of the signature and can be terminated with 30 days written notice by either party.**

The following individuals have reviewed and approved this Linkage Agreement.


CSG Representative


Date

Agency Representative

Date