

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of June 10, 2019

A. Opening

1. Call to Order: Mr. Craig Allen, President, called the meeting to order at 7:02 p.m.

2. Roll Call:

Members Present: Mr. Craig Allen, Mr. Harry Brungard, 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: Austin White, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary and Dr. Kenneth Dady, Assistant Superintendent.

Members Absent: Mr. Christopher Fravel

3. Pledge of Allegiance Led by Dawson Becker and Olivia Fink representing Salladasburg Elementary.

B. Presentations

1. Communications:

- a. Karen Fausnaught reported on her use of the Education Foundation Grant that she received.
- b. Jodi Woleslagle presented Girls on the Run program.

2. President's Report:

- a. Thanked Mrs. Fausnaught for her presentation on use of the foundation grant she received and mentioned that great things are being done with the teacher grants funded by the Jersey Shore School Education Foundation.

3. Intermediate Unit Report: None

4. Superintendent's Report:

- a. Recognition of Spring Sports State qualifier - Jill Wenrich
- b. Presentation to the American Heart Association - High School Heart Club and Sheena Armbruster
- c. Recognition of 2019 Retirees - Jill Wenrich
- d. District Comprehensive Plan

K. Executive Session: An executive session was held for personnel issues starting at 8:13 p.m. after which business was conducted.

Meeting resumed at 8:21 p.m.

Motion: A motion was made by John Pecchia and seconded by Kelley Wasson to add the following addendum item to the Agenda:

E.I. Personnel Item:

- m. appointment of Jason Smith to the position of full time custodian at the High School, effective on or before June 24, 2019 at Step C1 of the AFSCME contract, \$13.65 per hour with a \$.20 per hour shift differential for second shift.

The vote was a unanimous yes. Motion carried.

C. Courtesy of the Floor on Agenda Items:

Burt Francis-JS Boro – commented on budget info listed in detailed budget.

Carol Homler-Porter Twp. – commented on list of positions and raises on agenda and the comprehensive plan.

Mr. Leef – commented on not having a tax increase.

John Shireman-JS Boro – commented on staffing, raises and legal counsel.

D. Personnel

1. Personnel Items:

Motion: A motion was made by Kelley Wasson and seconded by Mary Thomas to approve Personnel items a. – k. and m. as listed on the Agenda and addendum:

- a. appointment of Mark Sundberg as Head Cross Country coach at coach salary Level 5, \$4200.00, effective the 2019-2020 season.
- b. Mindy Gunn as a Volunteer Coach for Cross Country, effective the 2019-2020 season.
- c. Bob Fox as a Volunteer Coach for Cross Country, effective the 2019-2020 season.
- d. Matthew Strayer as a Volunteer Coach for Varsity Baseball, effective the 2019-2020 season.
- e. Averie Hess as a Volunteer Coach for Girls Basketball, effective the 2019-2020 season.
- f. acceptance of a letter of resignation from Ellie Hubbard, Jersey Shore Area Elementary Reading Teacher, effective the end of the 2018-2019 school year.
- g. a letter of resignation from Michelle Moore from her position as Continuous Energy Improvement (CEI) Leader for Jersey Shore Area Middle School.
- h. appointment of Michelle White as a Personal Care Nurse Aide at the Middle School, Step C9 of the 2019-2020 Classified Staff Salary scale, \$20,786.00, effective August 19, 2019.
- i. appointment of Matt Taylor to the Head Custodian position at the High School, effective June 17, 2019 at Step C11 of the AFSCME contract, \$15.85 per hour.
- j. appointment of Eric PapLaRin to the position of full time custodian at the Middle School, effective June 11, 2019 at Step C1 of the AFSCME contract, \$13.65 per hour with a \$.20 per hour shift differential for second shift.
- k. Ronald Wildey as a van driver and aide for Susquehanna Transit.
- m. appointment of Jason Smith to the position of full time custodian at the High School, effective on or before June 24, 2019 at Step C1 of the AFSCME contract, \$13.65 per hour with a \$.20 per hour shift differential for second shift.

The vote was a unanimous yes. Motion carried.

A roll call vote was taken for Personnel Item D.1.1. as listed on the agenda:

1. the Act 93 Plan, effective July 1, 2019 thru June 30, 2021.

(Attachment)

The vote was as follows:

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

The vote was 7 – yes and 1 - no. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

1. Finance Items

Motion: A motion was made by Kelley Wasson and seconded by Harry Brungard to approve Finance items a. – d. as listed on the Agenda:

- a. authorizing the Business Manager to advertise for bids for the sponsorship of a new scoreboard at the Track/Soccer Complex. (Attachments)
- b. a contract with Direct Energy to lock in prices for electricity for 3 years, May 31, 2019 through May 30, 2022, for all five school buildings and the Administration Building. (Attachment)
- c. agreements (Lycoming and Clinton Counties) with Infocon to print and mail the real estate tax bills and provide tax processing services for 2019. (Attachment)
- d. the BLaST IU17 2019-2020 IDEA, Pass through Funds agreement. (Attachment)

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by John Pecchia and seconded by Mary Thomas to raise real estate taxes to the index, item e. listed on the Agenda, a roll call vote was taken:

- e. raising real estate taxes to the index.

The vote was as follows:

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

The vote was 5 – yes and 3 - no. Motion carried.

H. Miscellaneous:

1. Miscellaneous Items

Motion: A motion was made by Karen Stover and seconded by John Pecchia to nominate Michelle Stemler as the Board Treasurer, item f. on the Agenda:

f. that Michelle Stemler be appointed as Board Treasurer for the 2019-20 fiscal year at an annual salary of \$500.00.

Mrs. Stemler waived the \$500.00 salary.

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by Kelley Wasson and seconded by Mary Thomas to approve the following Miscellaneous items as listed on the Agenda:

a. an Agreement of Affiliation between Pennsylvania College of Technology and Jersey Shore Area School District regarding school nursing student's clinical experience, effective July 1, 2019 - July 1, 2021. (Attachment)

b. to adopt and approve adjudication for a student disciplinary matter for Student 2018-2019-13 heard on May 2, 2019.

c. to adopt and approve adjudication for a student disciplinary matter for Student 2018-2019-14 heard on May 2, 2019.

d. a Letter of Agreement between Jersey Shore Area School District and The Meadows Psychiatric Center for student educational services for the 2019-2020 school year and the 2020-2021 school year. Termination of this agreement is contingent upon thirty (30) day written notice by either party. (Attachment)

e. a contract between Jersey Shore Area School District and Hope Enterprises, Inc. for physical therapy services July 1, 2019 through June 30, 2020. (Attachment)

f. that Michelle Stemler be appointed as Board Treasurer for the 2019-20 fiscal year, Mrs. Stemler waived the annual salary of \$500.00.

The vote was a unanimous yes. Motion carried.

K. Executive Session: An executive session was held for a legal issue starting at 9:31 p.m. after which business was conducted.

Meeting resumed at 10:08 p.m.

I. Old Business:

Motion: A motion was made by Karen Stover and seconded by Mary Thomas to approve the following Old Business items as listed on the agenda:

a. Optional Plans – Meeting date was announced by Mr. Allen as July 10, 2019 at 7:00 p.m. in the Middle School auditorium

b. McCormick Law Firm as the Jersey Shore Area School District Solicitor for the 2019-20 school year at a cost of \$145 per hour for professional services, \$75 per hour for paralegal services, \$350 per

scheduled board meeting plus mileage costs at the IRS rate and reimbursement for all out of pocket costs incurred on behalf of Jersey Shore Area School District.

The vote was a unanimous yes. Motion carried.

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

John Shireman-JS Boro – commented on closure of Nippenose School.

Carol Homler-Porter Twp. – commented on raising taxes.

Nancy Petrosky-Watson Twp. - commented on school closing vote.

K. Executive Session: An executive session was held for legal and personnel issues starting at 10:13 p.m. after which no business was conducted.

Meeting resumed at 12:19 a.m.

L. Adjournment

The June 10, 2019 Regular Board Meeting was adjourned at 12:20 a.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary

Act 93 Plan
for the
Jersey Shore Area
School District

Administrative Evaluation
and
Compensation Plan

July 1, 2019 – June 30, 2021

Administrative Compensation and Evaluation Plan 2019 - 2022

The Jersey Shore Area School District Board of School Directors recognizes the importance of maintaining an effective management team to strengthen the organizational and educational programs of the school district.

Creating and sustaining a professional climate and operational procedures that use the full creative capacities of all administrators is a prime responsibility of the School Board. By its very nature, this calls for common understanding, mutual respect, and a full measure of confidence among all those who work for the system and those who serve on the School Board. Therefore, to provide quality educational programs, the School Board requires a continuous self-improvement salary system demanding that administrators be professionally prepared and possesses leadership qualities with power and courage to make intelligent and wise management decisions.

Pursuant to the "Public School Code of 1949" as amended, Section 1164, the School Board adopts the following Administrative Compensation and Evaluation Plan.

1. Definitions

The term "Management Team Member" shall include the following position for the purpose of this Plan:

Administrative Positions:

Certified Administrators:

Assistant Principals

Principals

Director of Pupil Services

Non-Certified Administrators:

Accountant

Assistant Accountant and Human Resources

Athletic Director

Athletic Trainer

Digital Print/Media Specialist

Director of Buildings and Grounds

Director of Technology

Network/Computer Technician Specialist

2. Compensation Plan

The Plan for the Management Team has been determined following a "meet and discuss" session.

3. Compensation and Evaluation Components

Part I ----- Base Salary Increment

Part II ----- Performance Appraisal System

Part III ----- Salary Schedules

Part IV ----- Fringe Benefits

Part I
Base Salary

Base salaries for each position are listed in Part III of this agreement

Part II
Performance Appraisal System

The School Board recognizes the value of continual and systematic evaluation of school's managerial systems and the individuals responsible for the development and implementation of those systems. Administrators will be evaluated by their Supervisor using either Form PDE 82-2 or Form PDE 82-3.

Part III
Salary Schedule

New Hires: The board reserves the right to set the starting salary for any new hire during this agreement

Position	<u>2018-2019</u>	<u>%</u>	<u>2019-2020</u>	<u>%</u>	<u>2020-2021</u>
Principal - Senior High **	104,967.00	1.5%	106,541.51	2.0%	108,672.34
Principal - Middle School **	104,967.00	1.5%	106,541.51	1.75%	108,405.99
Principal - Elementary **	104,967.00	1.5%	106,541.51	1.5%	108,139.63
Assistant Principal **	96,946.00	1.5%	98,400.19	1.5%	99,876.19
Director of Pupil Services **	96,946.00	1.5%	98,400.19	1.5%	99,876.19
Director of Technology	86,969.00	1.5%	88,273.54	1.5%	89,597.64
Accountant	74,679.00	1.5%	75,799.19	1.5%	76,936.17
Assistant Accountant and Human Resources	52,552.00	1.5%	53,340.28	1.5%	54,140.38
Director of Buildings & Grounds	66,852.00	1.5%	67,854.78	1.5%	68,872.60
Athletics Director	60,837.00	1.5%	61,749.56	1.5%	62,675.80
Digital Print/Media Specialist	39,480.00	1.5%	40,072.20	1.5%	40,673.28
Network/Computer Technician Specialist	52,552.00	1.5%	53,340.28	1.5%	54,140.38
Athletic Trainer *	60,142.00	1.5%	61,044.13	1.5%	61,959.79

* Athletic Trainer 200 days starting with the beginning of the fall PIAA season

** All Certificated Administrators will be 12 Month Employees

*** Any Principal or Assistant Principal also named CTE Director will be given an annual \$7,700 stipend

**** Any Act 93 Member actively serving on the Safe-to-Say Something Team will be given an annual \$1,000 stipend

The Board retains the right to adjust an employee's annual salary during the term of this Agreement provided that such adjustment shall not reduce the annual salary in effect.

Act 93 and Board Meetings

The Board acknowledges and values their employee's commitment and time to the District. A meeting with the board will be set up for general discussions with members of the Act 93 group a minimum of 4 times a year; September, November, February, May, or on an emergency basis. The contact will be made through the Board President for setting up the meeting. The Board President will make contact with the high school principal if the board would like to initiate a meeting.

Part IV Fringe Benefits

The fringe benefits addressed in the agreement between the School Board and the Act 93 Administrators shall apply to the administrators as listed under the definitions of Management Team Members.

1. **Life Insurance:** Administrator will be provided with group term life insurance equal to two (2) times their annual salary (maximum \$200,000).
2. **Sick Leave:** Sick leave will be calculated by earning one (1) day per month of service to the District, or twelve (12) days per year (athletic trainer ten (10) days per year) and will be cumulative. Unused sick leave will be paid at retirement in accordance with \$60/day up to a maximum of 250 days.
3. **Family Leave Days:** Act 93 members will be allowed to use eight (8) sick days as family leave days to attend to the health needs of an immediate member of the family as defined by the PA School Code.
4. **Personal /Emergency Day:** Administrators will have up to two (2) personal days per year and one (1) emergency day per year. Members will be able to carry five personal days. There will be no payout for unused personal days.
5. **Travel & Entertainment:** Travel mileage will be equal to the approved IRS rate and as approved by the Superintendent. Daily reimbursement of meals will be the greater of the amounts approved in the JSAEA contract or as follows: Breakfast = \$10, Lunch = \$10, Dinner = \$20 (amounts cannot be combined into less meals).
6. **Post-retirement Health Insurance:** The School District will pay the cost of the employee's health coverage only (no spousal coverage), minus the full Pennsylvania State Employee's retirement subsidy in effect at the time, until such retiree is eligible for alternative health coverage and the annual co-pay in effect for them at the time of their retirement up-to a maximum \$250 monthly. The retiree must meet the following criteria:
 - a. The retiree must be 55 years of age or older upon the date of retirement (This mirrors what is currently in the JSAEA contract)
 - b. The retiree must have at least 10 years of service in the Jersey Shore Area School District

7. **Family Health and Insurance:** Family Health Insurance plan which is equal to the JSAEA contract plan. The following copays will apply each year of the Agreement:

Certificated Administrators:

Traditional Plan	19% of premium
PPO C	15% of premium
CDHP	0% of premium

Non-Certificated Administrators:

Traditional Plan	16% of premium
PPO C	12% of premium
CDHP	0% of premium

The District will deposit the following amounts into HSA accounts for each year of the agreement for those employees who choose to enroll in the CDHP

\$1,000 single/\$2,000 for all other plans

- a. A member who wants to opt out will notify the Business Office during the open enrollment period, April 15 to 30. The opt-out period will begin on July 1. The \$2,000 opt out will be paid in a lump sum on or before November 30.
 - b. If extenuating circumstances, as defined by COBRA, occur, an opt-out member will be able to enroll in the district health insurance during a non-enrollment period. The entire opt out amount received will be returned to the district.
 - c. Hires after July 1, 2018 will not have the option of choosing the Traditional Plan or the PPO C Plan.
 - d. If, at any time, the premium for any District plan will exceed the threshold amount as stated in the current federal Health Care Reform Act (or as stated in any applicable federal or state legislation enacted hereinafter) so as to subject such a plan to a tax or fee, the parties agree that said plan will either be modified so as to reduce the premium below the threshold amount or eliminated as a plan option in its entirety, in the year prior to the year in which such tax shall be applicable. If such a plan is not modified or eliminated, and such tax is imposed upon the District either directly or indirectly, all employees who enroll in that plan shall pay the entire amount of the tax or fee imposed upon the District relative to the total premium so as to pay the difference, in addition to the agreed upon employee contribution as stated in the contract. As an example, if the employee benefit premium is \$15,000 and the employee's premium contribution is 10% and the tax threshold amount is \$10,000, the employee's total contribution will be \$3,500 (\$1,500 (10% of \$15,000) plus \$2,000 (40% of \$5,000)).
8. **Family Dental Insurance:** Family dental insurance coverage which is equal to that of the JSAEA contract. Orthodontic at 50% coverage/\$1000 per person per year.
9. **Tuition Reimbursement:** Tuition reimbursement up to the amount charged for graduate credits by the Pennsylvania State University up to a maximum of twelve (12) credits earned during the school year (September to the following September). Any credits earned in excess of twelve (12) will be reimbursed the following year. Payment would be as identified in the JSAEA contract.
10. **Income Protection (Long-term Disability Insurance):** The Board shall provide disability insurance for each Act 93 member through a carrier to be selected by the Board – monthly benefit of 66 2/3% of salary to age 65. Three month qualifying period and all other inclusions and exclusion as described in current policy.

11. **Professional Organizations:** The District will reimburse each Act 93 member an amount not to exceed \$1,000 per year for membership in approved organizations that relate to his/her specific position on the Management team. Prior approval will be necessary and will be made on an individual basis by the Superintendent.

12. **Longevity Retirement:** Longevity retirement will be paid to all Administrators based on administrative service to the district as follows:

<u>Years of Service</u>	<u>Amount</u>
7 – 15 years	\$10,000
16 – 19 years	\$13,000
20+ years	\$14,000

13. **Vision Plan:** Each team member would have \$600 available for eye examination and eyewear every two years.

14. **Vacation:**

- In addition to 20 vacation days per year provided by Board policy and upon completing five years as an administrator, a team member will be allowed to add one day per year up to five additional vacation days maximum. Members will be able to carry 5 additional days of vacation at one time. Vacation days not used by August 31 beyond the five additional days will be rolled over September 1st into an accumulated account. Upon retirement under a PSERS plan, each Act 93 member would receive \$125 per day for accumulated vacation time in the account up to a maximum of 100 days. Any current year's vacation time would be paid per diem. The athletic trainer being on a 10-month schedule will not receive vacation.

SPONSORSHIP REQUEST

The Board of School Directors of the Jersey Shore Area School District requests a sealed sponsorship proposal in accordance with the agreement on file at the Jersey Shore Area School District Administration Building, 175 A & P Drive, Jersey Shore, PA 17740.

TRACK/SOCCER COMPLEX SCOREBOARD SPONSORSHIP

All sponsorship proposals must be placed in a sealed, opaque envelope plainly marked **“TRACK/SOCCER COMPLEX SCOREBOARD SPONSORSHIP”** and delivered to the undersigned at the above address on or before 9:00 a.m., Tuesday, July 2, 2019. All proposals will be opened publicly during a specially scheduled bid opening at the Jersey Shore Area School District Administration Building at the above address at 9:00 a.m. on July 2, 2019.

The Board of School Directors reserves the right to reject any and all sponsorship proposals or to select a single item from any proposal.

Benjamin Enders
Business Manager

Agreement

An agreement between the Jersey Shore Area School District and _____ has been made on this date _____ whereas _____ will provide \$ _____ to the school district for the purchase of _____. In exchange, the school district agrees to have an approved _____ sponsorship/advertising sign placed at _____ for a minimum of ____ years. Sponsorship/advertising signage must comply with Board Policy 913.1.

_____ agrees to the following terms & conditions:

- To be responsible for all costs and expenses associated with the procurement, erection, maintenance, and dismantling of the sign(s);
- To comply with Policy 913.1, as amended from time to time;
- To comply with all local zoning ordinances;
- To indemnify the school district for any claims all which may arise as a result of the erection, existence, failure, maintenance, or removal of signs;
- To comply with all labor contracts, competitive bid requirements, and all applicable federal, state and local laws, rules and regulations;
- To remove the sign(s) promptly upon termination;

Jersey Shore Area School District reserves the right to terminate this agreement if it is determined by the district in its sole discretion to be in violation of Policy 913.1 or law, or to

have an adverse impact on the district's image, reputation, programs, services or activities, or for any other reason. Upon termination there will be no refund.

Emailed to M. Burke
on 5/29/19 @ 3:37pm
DE Proprietary

DE Proprietary

EXHIBIT A PRICING ATTACHMENT

This Exhibit A is to the Transaction Confirmation dated May 29, 2019 between
DIRECT ENERGY BUSINESS LLC
and
Jersey Shore Area School District
for a term of 36 Months

PJM_FP_AI_UCB_100MAC_PA

Account Number	Service Location	Utility	Utility Rate Class	Zone	Capacity / Transmission Tags	*Estimated Meter Read Start Date (MM/DD/YYYY)	Purchase Price (cents / kWh)	Annual Historical Usage (kWh)
3815058008	701 CEMETERY ST, HIGH SCHOOL (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS3	PPL	121.1 / 226.2	06/19/2019	5.444	1,537,200
3695058017	0 POPLAR ST (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	RS	PPL	0.5 / 0.8	06/19/2019	5.444	3,805
7675704003	3490 RTE 287, SIGN (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	0.0 / 0.1	06/20/2019	5.444	362
3956057009	0 NO STREET NAME (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS3	PPL	16.9 / 36.3	06/20/2019	5.444	251,464
3622067004	0 BAER ST (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS3	PPL	42.9 / 42.8	05/31/2019	5.444	303,480
8367061003	0 RTE 220 BLINKING LGT RR (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	0.0 / 0.0	06/07/2019	5.444	1,200
7523067000	0 LOCUST ST. (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS3	PPL	36.6 / 117.3	06/01/2019	5.444	660,315
8534232005	THOMPSON ST, CONCESSION STAND (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	0.1 / 0.1	06/12/2019	5.444	393
1690060006	0 THOMPSON ST (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	OP3	PPL	153.2 / 92.7	06/12/2019	5.444	720,000
4611921454	0 THOMPSON ST (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	0.0 / 0.4	06/12/2019	5.444	19,695
8611921458	0 NO STREET NAME (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	0.6 / 0.2	06/12/2019	5.444	2,090
3916057007	3490 RTE 287 (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	1.2 / 4.9	06/20/2019	5.444	22,650
3922067028	175 BAER ST (JERSEY SHORE AREA SCHOOL DISTRICT)	Pennsylvania Power and Light, Inc.	GS1	PPL	0.4 / 2.6	05/31/2019	5.444	20,030

0512058007	SCHOOL DISTRICT) 1088 3RD ST (JERSEY SHORE AREA SCHOOL DISTRICT)	Light, Inc. Pennsylvania Power and Light, Inc	GS3	PPL	30.0 / 46.3	06/14/2019	5.444	348,294
Total Annual Usage:								3,890,978

*The Estimated Meter Read Start Date is merely an approximation based upon Seller's best estimation as to when the service will begin and may not reflect the actual start date. Seller shall not be liable for any lost savings or lost opportunity relating to this estimation.

This Exhibit is based on a Weighted Average Price. Any strikeouts of any of the accounts provided with a Weighted Average Price will render pricing for the accounts assigned with a Weighted Average Price null and void.

Accepted and Agreed to:

By:



Date: 5/29/2019



**Direct
Energy**
Business

**PowerSupply Coordination®
Service Agreement**

**Billing Contact Information
and Selection Form**

Account / Customer Name: Jersey Shore Area School District

Your Name	B E N J A M I N E N D E R S		
Your Phone	5 7 0 . 3 9 8 . 5 0 5 0 X		
Billing Information Address will be applied to all accounts on Agreement (Exceptions: Please complete a separate form per account and list number)			
Billing Contact Name	T H E R E S A C U M M I N G S		
Billing Contact Phone	5 7 0 . 3 9 8 . 5 0 5 3 X		
Billing Contact Fax	5 7 0 . 3 9 8 . 5 0 8 9		
Billing Contact Email	T C U M M I N G S @ J S A S D O R G		
Billing Company Name	J E R S E Y S H O R E A S D		
Billing Address 1	1 7 5 A & P D R I V E		
Billing Address 2			
Billing City , State	J E R S E Y S H O R E , P A		
Zip + 4	1 7 7 4 0 . 7 8 1 4		

Please select, by initialing in the spaces provided below, those options to be applied to your billing accounts.

 X **My accounts are Tax Exempt**

Please provide current copy of a valid Tax Exemption Form when submitting this document to receive applicable tax exemption on your electricity invoices.

(Direct Energy can only apply exemptions if a completed form is provided)

 X **Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice)**

(If more than 50 accounts are to be aggregated, accounts will be separated by meter read date)

☐ Please check here if you would like to receive your contract electronically instead of in the mail.

Internal Use Only

Billing Address update required for ERM Accounts Yes ☐ No ☐

LDC Account to be used to identify account for Scanning



Commodity Master Agreement

This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, (collectively "Seller"), each a Delaware limited liability company, and Jersey Shore Area School District ("Buyer" or "Customer"), (each a "Party" and collectively, the "Parties") is entered into and effective as of May 29, 2019

- 1. Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities"), by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.
- 2. Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.
- 3. Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates, and Utility changes to Buyer's monthly capacity and/or transmission obligations.
- 4. Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified by the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.
- 5. Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.
- 6. Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. Title and Risk of Loss: Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. Buyer's Usage Obligations:

A. Material Usage Deviation If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location (s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. Balancing Charges: For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. Curtailments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. Force Majeure: A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. Default: "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; (iv) failure of a Party to satisfy any of its representations and warranties; or (v) failure of a Party to fulfill its material obligations. The Parties will have 15 Business Days following written demand to cure any failures under (iv) or (v), provided that no cure period or demand for cure applies to a default arising under (iii) or any early termination of this Agreement. "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. Remedies: In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in

good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (II) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will promptly notify Seller of any merger or acquisition of Buyer where Buyer will not be the surviving legal entity; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent, which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are

defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: JERSEY SHORE AREA SCHOOL
DISTRICT

By:

Print Name: Benjamin J. Enders

Title: Business Manager

Date: 5/29/2019

SELLER: DIRECT ENERGY BUSINESS, LLC


DIRECT ENERGY BUSINESS MARKETING, LLC

By:

Print Name:

Title:

Date:

Date: May 29, 2019	Product Code: PJM_FP_A1_UCB_100MAC_PA
	DIRECT ENERGY BUSINESS, LLC 1001 Liberty Avenue Pittsburgh, PA 15222 Phone: 1-888-925-9115 www.directenergy.com

CUSTOMER INFORMATION


Customer Name: Jersey Shore Area School District	Billing Contact:
Contact Name: BENJAMIN J. ENDERS	Billing Address:
Address: 175 A and P Dr. Jersey Shore, PA 17740-7814	
Telephone: (570) 398-5050	Telephone:
Fax: (570) 398-5089	Fax:
Email:	

ELECTRICITY TRANSACTION CONFIRMATION - PENNSYLVANIA FIXED PRICE 100% MAC UCB

<p>This Transaction Confirmation confirms the terms of the Electricity Transaction entered into between Direct Energy Business, LLC ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement between Customer and Seller and/or Seller's affiliate Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business dated _____ as may be amended. If the referenced Commodity Master Agreement is between Customer and Direct Energy Business Marketing, LLC, d/b/a Direct Energy Business, Customer and Seller agree that this Transaction Confirmation shall be governed by and incorporate the terms of such Commodity Master Agreement. The Exhibit A for the Purchase Price described below is attached to, and is made a part of, this Transaction Confirmation.</p> <p>The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Customer. Customer's execution and submission of this Transaction Confirmation, including Exhibit A hereto, to Seller shall constitute an offer from Customer to Seller to purchase the Commodity on the terms set forth in the Commodity Master Agreement. This Transaction Confirmation shall become effective only upon 1. execution by Customer of this Transaction Confirmation, including Exhibit A, and Commodity Master Agreement, and 2. the earlier of (a) execution of the Commodity Master Agreement and this Transaction Confirmation by Seller or (b) written confirmation by Seller of its acceptance of the Transaction Confirmation to Customer.</p>	
Delivery Period:	<p>For each Service Location, the first meter read date will be on or after <u>May 31, 2019</u> and will continue for a term of <u>36 Months</u>.</p> <p>Seller will request the Utility to enroll Customer on the first meter read date in the first month of the Delivery Period as defined by the Utility. The service start date hereunder will be the date that the Utility enrolls Customer for Seller's services. Seller shall not be liable for any lost savings or lost opportunity as a result of a delay in service commencement due to actions or inactions of the Utility.</p> <p>Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market-based price for similar quantities of Commodity at the Delivery Point, including all Taxes, costs, charges or fees which are set forth herein, unless otherwise agreed to in writing by the Parties.</p>
Delivery Point:	The Delivery Point shall be the point(s) where Commodity is delivered to the Utility. The Utility is specified on Exhibit A.
Contract Quantity:	Customer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed on the Exhibit A, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the historical monthly usage for such Service Locations.
Purchase Price:	<p>The Purchase Price per kWh to be paid by Buyer for the services provided hereunder during the Delivery Period of this Transaction Confirmation shall be that set forth on the Exhibit A. The Purchase Price includes applicable costs for Commodity, Renewable Portfolio Standard (RPS), as required, Ancillary Services, any applicable network integration transmission service charges (NITS), losses, Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC), Reliability Must Run (RMR), as applicable; any costs associated with PJM Balancing Congestion; and the Services Fee. Any Pennsylvania Gross Receipts Taxes (GRT) are not included in the Purchase Price and shall be invoiced to Buyer in addition to the Purchase Price.</p> <p>All costs associated with (i) the implementation of EL05-121, including, but not limited to, new line items, cost allocation adjustments and PJM billing adjustments and (ii) changes to RTEP costs and cost allocation are not included in the Purchase Price and will be passed through to Customer in addition to the Purchase Price.</p>

Bill type:	Utility Consolidated Billing (External Bill Ready)
Definitions:	<p>"Ancillary Services" means wholesale commodity services and products required to facilitate delivery of Commodity to the Utility.</p> <p>"Capacity" means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA)</p> <p>"Energy" means the combination of Commodity and Ancillary services and Transmission Services which are provided by Seller under this Agreement.</p> <p>"Exhibit A" refers to the list of Service Locations attached to this Transaction Confirmation, which list specifies the Service Locations covered under the scope of this Transaction Confirmation for PowerPortfolio, Day-Ahead and other index products. For fixed price products, it refers to the pricing attachment to this Transaction Confirmation that sets forth (together with this Transaction Confirmation) the Purchase Price applicable to, and the Service Locations covered by, this Transaction Confirmation.</p> <p>"PJM" means the Pennsylvania New Jersey Maryland Interconnection, L.L.C.</p> <p>"Regional Transmission Expansion Plan (RTEP)" PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.</p> <p>"Reliability Must Run" (RMR) is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called reliability agreement.</p> <p>"Renewable Portfolio Standard (RPS)" is a regulation that requires the increased production of energy from renewable energy sources.</p> <p>"Services Fee" is the fee for the services provided by Seller to meet the Service Locations' load requirements, which is included in the Purchase Price to be paid by Buyer.</p>
Special Provisions:	<p>1. Change in Utility Account Numbers: The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations attached in the Exhibit A, or any replacement account number issued by the Utility from time to time.</p> <p>2. Third Party Charges: Customer acknowledges that any costs assessed by the Utility or any third party as a result of Customer's switch to or from Seller, including but not limited to switching costs, are not included in the Purchase Price and shall be the responsibility of the Customer.</p> <p>3. End User: The following warranty shall be added to Section 13(B), Representations and Warranties of the Agreement: "(g) Buyer represents and warrants that it is the intended end-use customer for all Commodity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Commodity purchased under this Agreement."</p> <p>4. Without limiting anything in this Transaction Confirmation, as a condition to Seller's obligations hereunder, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services and Energy provided by Seller and delivery services provided by the Utility.</p> <p>5. Utility Consolidated Bill: Without limiting Section 2 "Performance", as a condition precedent to Seller's acceptance of this Agreement, Buyer must be accepted by Seller and the Utility to receive a consolidated utility bill for both services as described herein, Energy (provided by Seller) and delivery services (provided by the Utility). Buyer will receive from Utility a monthly invoice, incorporating both the services provided under this Agreement and Utility charges, in accordance with the Utility's meter reading and billing cycle schedule. Seller shall have the right to assign to Utility all amounts due from Buyer to Seller and Buyer is to remit payment in full to the Utility. If Buyer fails to remit payment in full in any month, a late payment charge will be assessed at the same rate and in the same manner as Utility applies late payment charges to its unpaid charges. The Utility may, at its option, disconnect all services to Buyer for any failure by Buyer to make full payment of all amounts billed in accordance with Pennsylvania Public Utility Commission's rules for residential and non-residential service. In the case of such disconnection, Buyer shall be responsible for any and all charges required to reconnect service. If Buyer is disconnected, terminated, suspended, or withdraws from the utility consolidated program then it shall be in default and as such, this Agreement shall terminate and Buyer shall be responsible for any applicable Net Settlement Amount and/or Close-out Value. Notwithstanding the above and for termination not caused by disconnection by the Utility, Seller, may at its sole option continue to provide services as described herein and Energy in the case of early termination, suspension or withdrawal from such program. If so, the Agreement will not terminate and billing will proceed on a dual bill basis pursuant to Section 4 of the CMA.</p> <p>Notwithstanding anything to the contrary of the above, if Buyer is enrolled or becomes enrolled in any net metering program, Buyer understands and agrees that Seller will modify Buyer's billing option to a dual bill option consistent with Section 4 of the CMA.</p> <p>6. As it relates to this Transaction Confirmation, Section 3 of the CMA shall be deleted in its entirety and replaced with the following: "3. Purchase Price: Buyer will pay the Purchase Price stated in each Transaction</p>

	<p>Confirmation. If the Purchase Price incorporates an index and the Index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any tariff, law, order, rule, tax, regulation, transmission rate or tag or any changes to the utility consolidated bill program occurs and such change increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs."</p> <p>7. As it relates to this Transaction Confirmation, Section 8(A) of the CMA shall be deleted in its entirety and replaced with the following:</p> <p>"8. A. Material Deviation: Seller may pass through to Buyer any losses and/or costs incurred by Seller related to a deviation of +/- 100% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation, which is not caused by weather."</p>
<p>Tax Exemption Status:</p>	<p>In order to insure accurate billing, tax status indication is required. Please check the appropriate status below:</p> <p><input type="checkbox"/> Non-Exempt</p> <p><input checked="" type="checkbox"/> Exempt (e.g. Residential, Non-Profit Organization, Manufacturing, Small Business, Agricultural, Resale, etc.)</p> <p><u>If exempt, must attach certificate.</u></p>

<p>BUYER Jersey Shore Area School District</p> <p>By </p> <p>Name BENJAMIN MENDERS</p> <p>Title BUSINESS MANAGER</p> <p>Date 5/29/2019</p>	<p>SELLER Direct Energy Business, LLC</p> <p>By _____</p> <p>Name _____</p> <p>Title _____</p> <p>Date _____</p>
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172 Gateway Road
P.O. Box 568
Ebensburg, PA 15931-0568
Phone (814) 472-6066
FAX (814) 472-5019

AGREEMENT FOR SCHOOL TAX PROCESSING SERVICES FOR TAX YEAR 2019

This Agreement Made By *INFOCON Corporation*, 172 Gateway Road, Ebensburg, Pennsylvania, herein called the "Company" and submitted to:

School District Name: JERSEY SHORE AREA-CLINTON CO
School District Number: 41400 Tax Year: 2019 County: CLINTON COUNTY
Business Manager Name and Address: BENJAMIN J. ENDERS
JERSEY SHORE AREA SCHOOL DIST
175 A & P DRIVE
JERSEY SHORE, PA 17740
Telephone Number: 570 398 - 5051 Fax Number: 570 398 - 5089

herein called the "Client".

A. SERVICES TO BE PROVIDED BY THE COMPANY

The Company shall provide all the computer time, software, supplies, and personnel necessary to provide the products as selected and described within the *INFOCON Corporation* School Tax Processing System to the Client.

B. SERVICES TO BE PROVIDED BY THE CLIENT

The Client shall supply to the Company all data required for the products as selected and described within the *INFOCON Corporation* School Tax Processing System, as it relates to the particular requirements of the School District.

C. MATERIALS AND SUPPLIES

As part of the services described herein, the Company shall supply the forms for the tax bills and stock paper for the tax duplicates and the tax summary reports.

D. LIABILITY

The Company shall exercise all normal controls relating to the validity of the data, forms, and reports herein described.

The data utilized by the Company to perform the services described within this Agreement are provided and maintained by the Client's County Assessment Office, School District Administration Office, and Tax Collector's Office. Recognizing this fact, the Client agrees not to hold the Company liable for the errors contained in the data or reflected on reports and documents created from said data.

The Client agrees to carefully and deliberately review all data, bar codes, forms, reports, and electronic files generated by the Company within 10 days of the receipt thereof and prior to the mailing of the tax bills.

In the event errors are discovered, the Client shall immediately notify the Company of the conditions found in writing and the parties shall mutually establish liability and take corrective actions.

Understanding this the Company's liability shall be limited to that of reprocessing any data, bar codes, forms, reports and electronic files found in error and caused by the Company.

In no case shall the Company be held liable for the Taxpayer's primary tax liability as defined by the Pennsylvania Tax Code or for errors discovered after the 10 day review period herein above described, or the mailing costs in the case of a re-print.

E. DELAYS AND INTERRUPTIONS OF WORK

It is mutually understood and agreed that the Company shall not be held responsible for damages caused by delay or failure to perform here under when such delay or failure is due to acts of God or other causes beyond the Company's controls.



172 Gateway Road
P.O. Box 568
Ebensburg, PA 16931-0568
Phone (814) 472-6066
FAX (814) 472-5019

AGREEMENT FOR SCHOOL TAX PROCESSING SERVICES FOR TAX YEAR 2019

INFOCON Corporation's ability to perform the service described herein are contingent upon the County Assessment Office completing their maintenance functions in order to prepare a school tax processing file and calculating the certified assessed values for school tax purposes. The County functions must be completed before *INFOCON Corporation* can proceed with any school tax processing projects within the County. *INFOCON Corporation* shall not be held responsible for damages caused by delay or failure to perform hereunder when a certified tax processing file has not been made available to *INFOCON Corporation*.

F. TERMS AND CONDITIONS

The Company shall be provided three work weeks (15 work days), to complete the printing functions after the Business Manager provides the required data and submits said data to *INFOCON Corporation*, and reviews and approves the processed print samples provided by the Company on a secure FTP site, by signing the provided "Authorization to Print", and returning it to the Company. Said print samples will remain on the FTP Site for a maximum of 60 Days.

The Company shall provide all those services and products described and selected by the Client within the *INFOCON Corporation* School Tax Processing System, and invoice the Client an amount calculated by utilizing the pricing information provided on the attached "School Tax Processing Service Fee Schedule" and the *INFOCON Corporation* School Tax Information System "Final Submission Report". This report is automatically generated when the Client submits the required information and product selections to the Company for tax processing, and is considered part of this agreement.

The Company shall ship all ordered products to the Ship To Address provided by the Client with the order submission process. Incorrect or invalid Ship To Address fees from shipping carriers shall be the responsibility of the Client. All shipping and handling fees will be included on the invoice as a separate line item.

The Client agrees to pay to the Company the total amounts due under each invoice at Net 30 Days. Any amount not paid within 30 Days of such invoicing shall bear interest at the rate of 1 1/2 % per month until paid in full.

In witness whereof, the Client by his signature, accepts the Agreement and the terms and conditions described herein this

10th day of June, 2019

Client as defined herein above:

JERSEY SHORE AREA-CLINTON CO
CLINTON COUNTY

By: Craig Allen
Authorized Signature Printed Authorized Signature

Title President, Jersey Shore Area School Board

PLEASE DATE AND SIGN PAGE 2, THEN RETURN BOTH PAGES 1 AND 2 TO INFOCON.

Contract No. 00367 . 000
Project No. 2015 - 01 - 065 - 240
A/R Account No. 03765



172 Gateway Road
P.O. Box 568
Ebensburg, PA 15931-0568
Phone (814) 472-6066
FAX (814) 472-5019

AGREEMENT FOR SCHOOL TAX PROCESSING SERVICES FOR TAX YEAR 2019

This Agreement Made By *INFOCON Corporation*, 172 Gateway Road, Ebensburg, Pennsylvania, herein called the "Company" and submitted to:

School District Name: JERSEY SHORE AREA-LYCOMING CO

School District Number: 41400 Tax Year: 2019 County: LYCOMING COUNTY

Business Manager Name and Address: Benjamin J. Enders
JERSEY SHORE AREA SCHOOL DIST
175 A&P DRIVE
JERSEY SHORE, PA 17740

Telephone Number: 570 398 - 5051 Fax Number: 570 398 - 5089

herein called the "Client".

A. SERVICES TO BE PROVIDED BY THE COMPANY

The Company shall provide all the computer time, software, supplies, and personnel necessary to provide the products as selected and described within the *INFOCON Corporation* School Tax Processing System to the Client.

B. SERVICES TO BE PROVIDED BY THE CLIENT

The Client shall supply to the Company all data required for the products as selected and described within the *INFOCON Corporation* School Tax Processing System, as it relates to the particular requirements of the School District.

C. MATERIALS AND SUPPLIES

As part of the services described herein, the Company shall supply the forms for the tax bills and stock paper for the tax duplicates and the tax summary reports.

D. LIABILITY

The Company shall exercise all normal controls relating to the validity of the data, forms, and reports herein described.

The data utilized by the Company to perform the services described within this Agreement are provided and maintained by the Client's County Assessment Office, School District Administration Office, and Tax Collector's Office. Recognizing this fact, the Client agrees not to hold the Company liable for the errors contained in the data or reflected on reports and documents created from said data.

The Client agrees to carefully and deliberately review all data, bar codes, forms, reports, and electronic files generated by the Company within 10 days of the receipt thereof and prior to the mailing of the tax bills.

In the event errors are discovered, the Client shall immediately notify the Company of the conditions found in writing and the parties shall mutually establish liability and take corrective actions.

Understanding this the Company's liability shall be limited to that of reprocessing any data, bar codes, forms, reports and electronic files found in error and caused by the Company.

In no case shall the Company be held liable for the Taxpayer's primary tax liability as defined by the Pennsylvania Tax Code or for errors discovered after the 10 day review period herein above described, or the mailing costs in the case of a re-print.

E. DELAYS AND INTERRUPTIONS OF WORK

It is mutually understood and agreed that the Company shall not be held responsible for damages caused by delay or failure to perform here under when such delay or failure is due to acts of God or other causes beyond the Company's controls.



172 Gateway Road
P.O. Box 568
Ebensburg, PA 15931-0568
Phone (814) 472-6066
FAX (814) 472-5019

AGREEMENT FOR SCHOOL TAX PROCESSING SERVICES FOR TAX YEAR 2019

INFOCON Corporation's ability to perform the service described herein are contingent upon the County Assessment Office completing their maintenance functions in order to prepare a school tax processing file and calculating the certified assessed values for school tax purposes. The County functions must be completed before *INFOCON Corporation* can proceed with any school tax processing projects within the County. *INFOCON Corporation* shall not be held responsible for damages caused by delay or failure to perform hereunder when a certified tax processing file has not been made available to *INFOCON Corporation*.

F. TERMS AND CONDITIONS

The Company shall be provided three work weeks (15 work days), to complete the printing functions after the Business Manager provides the required data and submits said data to *INFOCON Corporation*, and reviews and approves the processed print samples provided by the Company on a secure FTP site, by signing the provided "Authorization to Print", and returning it to the Company. Said print samples will remain on the FTP Site for a maximum of 60 Days.

The Company shall provide all those services and products described and selected by the Client within the *INFOCON Corporation* School Tax Processing System, and invoice the Client an amount calculated by utilizing the pricing information provided on the attached "School Tax Processing Service Fee Schedule" and the *INFOCON Corporation* School Tax Information System "Final Submission Report". This report is automatically generated when the Client submits the required information and product selections to the Company for tax processing, and is considered part of this agreement.

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The Client agrees to pay to the Company the total amounts due under each invoice at Net 30 Days. Any amount not paid within 30 Days of such invoicing shall bear interest at the rate of 1 1/2 % per month until paid in full.

In witness whereof, the Client by his signature, accepts the Agreement and the terms and conditions described herein this

10th day of June, 20 19

Client as defined herein above:

JERSEY SHORE AREA-LYCOMING CO
LYCOMING COUNTY

By: _____
Authorized Signature

Craig Allen
Printed Authorized Signature

Title President, Jersey Shore Area School Board

PLEASE DATE AND SIGN PAGE 2, THEN RETURN BOTH PAGES 1 AND 2 TO INFOCON.

Contract No. 00367 . 000

Project No. 2015- 01 - 065 - 240

A/R Account No. 03765



Department of Student Services

**Williamsport, PA 17701
570-323-8561**

**Canton, PA 17724
570-673-6001**

IDEA Agreement-Project # 062-19-0-017—CFDA #84.027

*This Agreement entered into this 1st day of July, 2019, by and between the Board of Education of **Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit #17**, hereinafter called ("BLaST"), and **Jersey Shore School District** hereinafter called ("School District").*

Background

BLaST, on the first day of July 1999, entered into a Contract with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called ("Department"). BLaST agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Grant Agreement and to comply with the terms and conditions of the Grant Agreement and the Department's most current IDEA Application Guidelines, which contract, grant agreements, and guidelines are set forth as Exhibit 1 of this Agreement and are hereby incorporated by reference into this Agreement.

The Department has authorized BLaST to enter into an Agreement with the School District whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in Grant Agreement and compliance with the terms and conditions of the Grant Agreement and the Department's most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligations of the School District and will no longer be a responsibility of BLaST. BLaST has determined that the estimated IDEA allocation for the School District is **\$410,880.00** as set forth in Exhibit 2 which is hereby incorporated by reference into this Agreement. The said funds must be used to supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 3 which is hereby incorporated by reference into this contract.

Witnesseth

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

- 1. BLaST hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the School District to be administered in accordance with Exhibits 1 and 3 of this Agreement.**
- 2. The School District agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibits 1 and 3 of this Agreement.**
- 3. The School District agrees and assumes sole responsibility for compliance with all of the terms and conditions set forth in Exhibits 1 and 3 of this Agreement. Upon the execution of this Agreement, the School District consents to a delegation of all duties and responsibilities imposed upon BLaST as set forth in Exhibits 1 and 3, and BLaST is hereby relieved of any and all responsibility for compliance with the terms and conditions of Exhibits 1 and 3 and the duties and responsibilities set forth therein.**
- 4. The undersigned authorized representatives of the School District hereby certify that the School District's governing body has adopted the terms of this Agreement and has authorized the undersigned in its behalf to enter into this Agreement.**
- 5. Upon execution of this Agreement, the School District hereby agrees to indemnify and save and hold harmless BLaST, members of the Board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, without being limited to, court costs or administrative proceedings, and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably paid or incurred in connection with any civil action, administrative proceeding, or arbitration proceeding instituted against BLaST, members of the Board, officers, agents, servants, and employees, arising from duties performed by School District hereunder or from the payment or administration by BLaST of the District IDEA allocations**

The School District agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Agreement the 1st day of July 2019.

BLaST, IU #17

A handwritten signature in cursive script, appearing to read "Brian R. Duval", is written over a horizontal line.

Jersey Shore School District

A solid horizontal line, intended for a signature, is positioned below the text "Jersey Shore School District".



AGREEMENT OF AFFILIATION

PENNSYLVANIA COLLEGE OF TECHNOLOGY
WILLIAMSPORT, PENNSYLVANIA

THIS AGREEMENT made and concluded the 1st day of July, 2019 by and between the Pennsylvania College of Technology of Williamsport, Pennsylvania hereinafter designated as the "COLLEGE", and JERSEY SHORE SCHOOL DISTRICT of Jersey Shore, Lycoming County, hereinafter designated as "CLINICAL SITE".

WITNESSETH:

WHEREAS, the COLLEGE has a program to prepare Bachelor Degree Nurses and Associate Degree Nurses, in accordance with the Pennsylvania State Plan for Education, approved by the State Board of Nursing, and accredited by the National League for Nursing; and

WHEREAS, the CLINICAL SITE has agreed to assist and cooperate in offering Pediatric experiences for students;

NOW, THEREFORE, the COLLEGE and CLINICAL SITE will cooperate as described:

COLLEGE AND CLINICAL SITE:

1. The total number of students to be assigned shall be agreed upon by the COLLEGE and the CLINICAL SITE.
2. The CLINICAL SITE shall provide experiences as determined through collaborative agreement between the COLLEGE and the CLINICAL SITE.

The Penn College Nursing student can be expected to perform the following skills under the supervision of the School Nurse:

- Measure Height & Weight
- Perform Hearing Assessment using a standard audiometer
- Perform Vision Assessment using the Snellen Chart or Titmus Vision Tester
- Measure Vital Signs – Temperature (Oral/Axillary), Pulse, Respiration, Blood Pressure
- Use an Otoscope
- Perform a Throat Inspection
- Assess for the Presence of Head Lice
- Oral Medication Administration
- Inhaler Administration and Use of Peak Flow Meters
- Nebulizer Treatments
- Glucometer Checks

PENN COLLEGE RESPONSIBILITIES:

1. Provide an orientation for students in the COLLEGE Nursing Skills Laboratory prior to any clinical experience. The orientation will address the following:
 - a. roles and responsibilities of the CLINICAL SITE supervisor.
 - b. role and responsibilities of the Nursing student during this clinical experience.
 - c. uniform and/or dress requirements.
 - d. designated time for student to arrive and leave the CLINICAL SITE.
 - e. procedure for notifying the CLINICAL SITE if the student must be absent.
 - f. clinical objectives the student must meet to complete the clinical experience.
2. Instruct the student in skills appropriate to the clinical facility.
3. Verify competency by the student in the appropriate skills.
4. Provide the CLINICAL SITE with the following:
 - a. rotation schedule that specifies the student and date assigned.
 - b. clinical objectives, and, when applicable, an itemized list of skills the student can be expected to perform with supervision at the CLINICAL SITE.
 - c. telephone numbers for the COLLEGE and the Nursing Instructor.
5. Insure the student has appropriate health insurance.
6. Insure the student has met all health requirements as designated by the COLLEGE.
 - a. Medical exam: For students initially upon entering the program
 - b. Proof of immunization and immunity:
 - PPD (2 step) initially, then 1 step annually
 - hepatitis B positive antibody titer
 - Tdap booster within past 10 yrs.
 - Varicella – positive antibody titer
 - MMR including antibody titers for each component
 - Influenza, annually
 - c. CPR Certification: current
 - must be health care provider or BLS professional rescuer level training
 - d. Copy of personal health insurance- annually
 - e. Professional Liability Insurance- annually

- f. Clearances: Faculty—once upon hire to PCT and as required by State and Federal law; Students – once upon entry into the nursing program, when there is a break in the student's enrollment, and as needed upon request of nursing administration:
- Child Abuse Clearance
 - PA State Background Clearance
 - FBI with Fingerprinting
- g. Initial drug screen- upon entry into program (students only)
Random drug screening - annually
7. Insure the student maintains individual liability insurance.
8. Maintain regular contact with the CLINICAL SITE.

SCHOOL DISTRICT RESPONSIBILITIES

1. Provide experiences that will allow the student to meet the clinical objectives.
2. Provide registered nurse supervision for the student who will perform any of the specific skills appropriate to the CLINICAL SITE.
3. Notify the instructor of any student who does not perform within the Bachelor Degree or Associate Degree role or in a professional manner at all times.
4. Sign the student's clinical objective form indicating the student was present on the assigned day for the designated number of hours.
5. Notify the COLLEGE and/or Instructor if the supervisor will not be present on a scheduled day.
6. Provide an alternate day for clinical experience whenever possible if the CLINICAL SITE is closed or the supervisor is absent on a student's assigned day.
7. In the event of a significant exposure from a contaminated needlestick, puncture wound, or contamination of any obviously open wound or the mucous membranes by saliva, blood or a mixture of both saliva and blood or other body fluids, the following procedure will be followed: **See Exhibit B.**
8. To have the right to recommend removal of any student whose health or performance is detrimental to client well-being and to notify the College of that decision.

This agreement shall become effective upon execution by both parties and shall continue for a period beginning July 1, 2019 and extending to July 1, 2021 unless amended, modified or terminated according to the relevant provision contained herein.

This agreement shall be amended, modified or revised only upon written agreement of the parties hereto.

Unless ninety (90) days prior to the end of any term either party shall notify the other in writing of its intention to terminate the within agreement at the end of the then current term, the within agreement shall continue for an additional term of two years; however, a renewal agreement shall be entered into setting forth the beginning date and termination date of the renewal term. Students participating in ongoing clinical affiliation shall be permitted to complete

said clinical affiliation during which the effective date of termination occurs. All applicable provisions of this Agreement shall remain in force during the extension period.

This agreement represents the entire Agreement between the parties as described herein and is incorporated herein by reference, and supersedes all prior written or verbal understandings.

This agreement is made and entered into and executed by the proper officers of the COLLEGE and by the duly authorized representative of the CLINICAL SITE.

PENNSYLVANIA COLLEGE OF TECHNOLOGY

By _____
Davie Jane Gilmour, Ph.D.
President

_____ Date

By _____
Sandra L. Richmond, DNP MS RN CSN
Dean of Nursing & Health Sciences

_____ Date

By _____
Valerie A. Myers, Ed.D MSN
Assistant Dean of Nursing

_____ Date

JERSEY SHORE SCHOOL DISTRICT

By _____
Representative

_____ Date

Exhibit B

School of Health Sciences Bloodborne Exposure Procedure

Current standards of medical and dental practice require a specific plan for written protocols addressing student, employee and patient exposure to blood borne pathogens. Needle stick or other exposure to blood or body fluids has the potential of transmitting various pathogens including but not limited to Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), and Human Immunodeficiency Virus (HIV). In accordance with Federal Occupational Safety and Health Administration (OSHA) and State standards of practice, the following will be implemented in the College-wide Health Science Programs (both credit and non-credit programs) at Pennsylvania College of Technology (herein referred to as the "College") to manage exposures, record and document exposures and assess incidents in an effort to minimize the opportunity for future exposures.

A. Procedure for Student, Employee and Patient Exposures

1. College Students/Patients/Employees

- An exposure incident as defined by the Centers for Disease Control is a percutaneous injury (e.g., needle stick or cut with a sharp object) or contact of mucous membrane or nonintact skin (e.g., exposed skin that is chapped, abraded, or afflicted with dermatitis) with blood, tissue, or other body fluids that are potentially infectious. In addition to blood, body fluids containing visible blood, semen and vaginal secretions are also considered potentially infectious.

FIRST AID CARE

If an individual experiences a needle stick or sharps injury or was exposed to the blood or other body fluid of a patient, another student, or employee, the following first aid care should be done immediately:

- thoroughly wash needle stick wounds and cuts with soap and water
- flush splashes to the nose, mouth or skin with water
- irrigate eyes with clean water, sterile eyewash or saline irrigating solution
- immediately seek further medical evaluation/treatment

2. On Campus Incidents

If an individual has an **on campus** exposure incident involving another student, employee, sharp object or patient, the following actions should be taken:

- The individual should immediately inform his/her Instructor or immediate Supervisor, and in turn the instructor or Supervisor should notify Student Health Services and/or the College Police based on the time of the incident. An Accident/Injury/Illness Report form must be completed (refer to Attachment A). The injured individual and the fellow student, employee or patient should be directed to go to Student Health Services to undergo baseline testing for appropriate blood-borne pathogens (HBV, HCV and HIV) and counseling.
- If the patient is a known high risk patient after the initial incident has been documented, and Student Health Services is unavailable the exposed patient and sources should be referred to the nearest emergency department for evaluation and treatment.

- The exposed individual and the source patient both have the right to refuse treatment, and must sign a refusal of care form once informed of the potential risks of being untreated.
- The Program Director/Supervisor/Dean of the respective academic program or College department should be informed.
- **Student Health Services**
One College Ave
Campus Center, Room 150
- **Hours:**
<https://mypct.pct.edu/departments/CollegeHealthServices/Pages/Hours.aspx>

NOTE: For College employees, staff and faculty, the College will pay for the cost of the initial baseline testing and counseling and at the appropriate intervals per the Student Health Services protocol. It shall be Student Health Services responsibility to monitor the confidential records and track the testing of individual including reminding the individual when it is time for follow-up testing.

For students and source patients, the student and source patient are each responsible for the cost of the initial baseline testing and counseling and at the appropriate intervals per the Student Health Services protocol. It shall be Student Health Services responsibility to monitor the confidential records and track the testing of student including reminding the individual when it is time for follow-up testing.

All costs associated with **treatment** for disease conditions related to the exposure will be the sole responsibility of the student and the patient. Employees involved in a work related exposure incident requiring treatment will be provided such care through the Worker's Compensation Program.

3. Off Campus and Contract Sites Incidents

If a student or employee, in one of the College's Health Science Program, has a bloodborne pathogen exposure incident while at an **off campus or contract site**, the following actions should be taken:

- The student or employee is to inform the Instructor/Faculty/Clinical Supervisor/Academic Clinical Director at the time of the exposure.
- **If the clinical site is a hospital**, the student or employee is to go to the Hospital's Emergency Department or designated care area immediately after the incident for evaluation and treatment. A hospital Incident Report form must be completed. The student should have baseline testing completed for appropriate blood-borne pathogens (HBV, HCV and HIV) and treatment options discussed/administered per current CDC protocols. The Program Director/Supervisor/Dean of the respective program shall be informed and will have the College Accident/Injury/Illness Report (refer to Attachment A) completed and sent to Student Health Services within 24–48 hours. The hospital will contact the patient involved in the episode and request that he or she has baseline testing completed for appropriate blood-borne pathogens (HBV, HCV and HIV) at the hospital. If the patient already has a positive result on file for HIV, then the testing should be done for any other appropriate bloodborne pathogens.
- **If the clinical site is not a hospital**, the student should be directed to go to Student Health Services or to the local hospital Emergency Department or designated care areas (whichever is closer) to undergo baseline testing for appropriate bloodborne pathogens (HBV, HCV and HIV) and counseling within one day of the incident. If the source patient

is known to be HIV positive or high risk, both the employee and the source patient should report to the local Emergency Department.

- For **off campus** patients/clients involved in an exposure incident with a student or employee in one of the College's Health Science Programs, the student will pay for the cost of the initial baseline testing and counseling and thereafter at the appropriate intervals, per Student Health Service's protocol. It shall be Student Health Services responsibility to monitor the confidentiality of records and track the testing of individuals including reminding them when it is time for follow-up testing.
4. **Current CDC Guidelines** (June 29, 2001) recommend evaluation and initiation of potential treatment options within 2–3 hours of an incident involving a significant exposure to the blood and/or body fluids of a known HIV positive patient.
 5. **In All Cases, Testing Should Occur Within 24 hours of the Incident**
 6. **Review of Exposure Incident and Identification of Prevention Strategies**
 - For each occurrence, the Program Director/Supervisor/Dean or designee will review the exposure incident with the student and determine what, if any, preventive actions are appropriate to minimize similar incidents in the future. A copy of this information should be forwarded to Student Health Services to be placed with the original Accident/Injury/Illness Report.
 - In an incident involving an employee, the Student Health Services Director will review the exposure with the employee and respective supervisor and determine what, if any, preventive actions are appropriate to minimize similar incidents in the future.
 - The Student Health Services Director in consultation with the Program Director/Supervisor/Dean or designee will determine: 1) if additional employee/student training is necessary to prevent future occurrences; and 2) if safer medical equipment/supplies is necessary to prevent future occurrences.
 7. **Right to Refuse Testing, Counseling and Follow-up**
 - It is recognized that individuals have a right to refuse testing, etc.
 - If the injured student/employee/patient declines to submit to baseline testing and counseling, they will be requested to sign a Waiver Agreement—Release of Responsibility Form (refer to Attachment C)
 8. **Reimbursement of Expenses and Liability**
 - **Students shall be responsible to carry health insurance which will provide primary coverage for payment and the treatment of injuries or illnesses suffered during the course of clinical affiliation.**
 - **In the event of a significant exposure to blood or body fluid, as defined by Act 148-1990 of the Commonwealth of Pennsylvania, occurs, the effected student or personnel shall be provided with post exposure screening as is provided to Pennsylvania College of Technology personnel. Any additional screenings or treatments provided shall be at the expense of the students, or personnel, or to the worker's compensation program if applicable.**

9. Record Maintenance and Confidentiality

- Every effort will be made to assure employee, student and patient confidentiality. Bills, records and statements are to be maintained in appropriate confidential files in the Student Health Services confidential files. Information will be released only when appropriate authorization is obtained.

H. Hazardous Waste

College policies are followed in regards to collection, disposal and documentation of hazardous waste, including sharps, e.g. needles, glassware, etc. Training for the College's custodial staff, teaching faculty, and students is the responsibility of the appropriate College Administrator or Program Director/Coordinator or Department Supervisor.

I. Laundry

Faculty must wear appropriate gowns/laboratory coats when teaching. Contaminated gowns are handled according to program safety protocols.

J. Personnel Protective Equipment (PPE)

All faculty, staff and students will observe the current OSHA guidelines concerning the use of PPE. This includes, when appropriate, gloves, gowns or laboratory coats, face shields or goggles, and masks.

Bibliography

Centers for Disease Control Website: www.cdc.gov

CDC — MMWR Weekly Report: June 29, 2001/Vol. 50/No. RR-11
(Updated U.S. Public Health Service Guidelines for the Management of Occupational Health Exposures to HBV, HCV, and HIV and Recommendations for Post exposure Prophylaxis)

CDC — MMWR Weekly Report: December 19, 2003/Vol. 52/No. RR -174
(Guidelines for Infection Control in Dental Health-Care Settings)

ATTACHMENT B

**Waiver Agreement
Release of Responsibility
Related to A Bloodborne Exposure Incident**

I, (print name) _____, may have been significantly exposed to the blood and/or body fluid of an HBV, HCV, and/or HIV blood-borne pathogen positive patient.

It has been explained to me that current CDC testing protocols, relating to a bloodborne exposure incident, recommend testing within 2-3 hours following a significant bloodborne pathogen exposure.

I **decline** to have baseline testing performed and/or to receive additional counseling afforded to me by the College.

I hereby release Pennsylvania College of Technology of all liability related to this potential exposure as well as any and all future health issues it may pose to me.

Signature Date

Witness: _____
(Print name and title)

Signature Date



Universal Community Behavioral Health

Letter of Agreement

In order to ensure cooperative efforts and to facilitate continuity of care when serving individuals enrolled in the Jersey Shore Area School District and The Meadows Psychiatric Center ("The Meadows") agree to the following for the 2019-2020 and 2020-21 school year:

1. To respond to requests for clinical information in a timely manner and in accordance with applicable law. In accordance with appropriate Releases of Information or as otherwise permitted by applicable law, when requested, The Meadows will send Jersey Shore Area School District psychiatric information, relevant to each individual to whom they mutually provide services.
2. A designated professional from Jersey Shore Area School District agrees to collaborate with The Meadows for students who are receiving mental health and educational services.
3. All employees who have direct contact with children will maintain background clearances (Act 114, Act 151, and Act 34) current within 36 months, and be trained in child abuse recognition and reporting through an approved program every five years. Before hiring a new employee, The Meadows Psychiatric Center will verify employment history for Sexual Misconduct/Abuse Disclose through Act 168. The Meadows will notify the chief school administrator within 72 hours of an employee's arrest or conviction of an offense listed in Section 111(e). All records will be made available to Jersey Shore Area School District within 48 hours of the request.
4. This agreement assures that both agencies will abide by Federal and State standards regarding confidentiality of individual's information, as well as maintain the client's protected health information as required by law.
5. Jersey Shore Area School District agrees to pay The Meadows Psychiatric Center \$67 per day for educational services offered by a Pennsylvania Certified teacher, Monday through Friday, while their student is at The Meadows.
6. This letter will remain in effect until either party requests termination by a written 30-day notice.

Kristi L. Godin-Snyder, D.Ed
Director of Education
The Meadows Psychiatric Center

David Grabowski, LCSW
CEO/Managing Director
The Meadows Psychiatric Center

School District Representative

Title

Date

Date

Date

132 The Meadows Drive, Centre Hall, PA 16828 | ph 814.364.2161 / fax 814.364.9742 | www.themeadows.net

OUTPATIENT CLINICS: 190 MATCH FACTORY PLACE, BELLEFONTE / 25 ROTHERMEL DRIVE, YEAGERTOWN / 620 WASHINGTON STREET, HUNTINGDON / 1.888.520.8224
BLENDED CASE MANAGEMENT: HUNTINGDON, MIFFLIN & JUNIATA COUNTIES 1.888.520.8224 / CRISIS INTERVENTION: CENTRE COUNTY CAN HELP 1.800.643.5432 / CLEARFIELD-JEFFERSON COUNTIES
CRISIS 1.800.341.5040 / JUNIATA VALLEY CRISIS (HUNTINGDON, MIFFLIN, JUNIATA) 1.800.929.9583 / BEDFORD-SOMERSET CRISIS 1.866.611.6467 / SCHUYLKILL COUNTY WE HELP 1.877.993.4357 /
CAMBRIA COUNTY REACH LINE 1.877.268.9463



CONTRACT FOR THERAPY SERVICES

This contract is made and entered into this 1st day of July, 2019 between Hope Enterprises, Inc. (Hope) and the Jersey Shore Area District (District).

For and in consideration of the mutual promises set forth in this contract, the parties do mutually agree as follows:

1. **Obligations of Hope.** Hope hereby agrees to provide **physical (PT) services for school age students** as follows:
 - 1.1 To provide direct physical therapy services based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
 - 1.2 To provide consultative physical therapy services based on the individual student's evaluation results and the planned intervention goals on the IEP. Evaluations will be completed in a ninety (90) minute session or less.
 - 1.3 To complete observations, screenings and evaluations of referred students and written reports as required by established procedures. The evaluations and corresponding documentation will concentrate on access to and participation in school based settings.
 - 1.4 To aide in the development of IEPs for students for the 2019-2020 school year based on students' identified needs.
 - 1.5 To attend all parent conferences, team meetings, IEP conferences, and other student related meetings as needed to review evaluation results, therapy services, and assist in the development of the IEPs.
 - 1.6 To sign in/out at each site upon arrival and departure based on District protocol and procedure.
 - 1.7 To maintain documentation of services provided and outcomes using the DARTS data management system. The District will help define parameters for the access to the system.
 - 1.8 To complete all required billing for eligible students per District guidelines.
 - 1.9 To provide documentation of professional licensure and liability insurance.

2. Obligations of District.

- 2.1 The District and Hope will designate a single point of contact to discuss programming and contract performance.
- 2.2 The District will obtain written parent permission and physician referral for students.
- 2.3 The District hereby agrees:

Physical Therapy Hourly Fee	\$ 88.00
Physical Therapy Assistant Hourly Fee	\$ 77.00
Physical Therapy Evaluation/Re-Evaluation	\$ 137.00
Hourly Travel/Meeting Rate	\$ 48.00

3. Dates. The services described in the contract will be provided on the following date(s): July 1, 2019 through December 31, 2019.

4. Terms and Methods of Payment. Hope will submit an invoice for services within 10 days of the close of the month in which services were provided. Payment is to be made within thirty (30) calendar days of the receipt of the invoice.

5. Indemnity and Insurance Requirements. Hope shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain:

- a. arising out of Hope's failure to comply with any applicable law, ordinance, regulation, or industry standard;
- b. arising directly or indirectly out of Hope's performance or lack of performance of this contract.

Hope certifies that it currently has and agrees to maintain during its performance under this contract the following insurance from one or more insurance companies acceptable to the District and authorized to do business in the State of Pennsylvania.

Certificates of such insurance shall be furnished by Hope to the District and shall contain the provision that the District be given 30 days' written notice of any intent to cancel or terminate by either Hope or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

6. Contract Transfer. Hope shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the District.

7. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the District and Hope. However, minor modifications may be made to take advantage of unforeseen opportunities that: (a) do not change the intent of the contract or the scope of Hope's performance; and (b) do not increase Hope's total compensation or method of payment. All such minor modifications to the contract must be recorded in writing and signed by both the District Special Education Coordinator and Hope, and placed on file with this contract. No price adjustments will be made unless the procedure has been included in the contract and a maximum allowable amount stipulated.
8. Monitoring and Evaluation. Hope shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing, or investigating activities related to this contract. Hope shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
9. Confidentiality of Student Information. If, during the course of the Hope's performance of this contract, Hope should obtain any information pertaining to the students' official records, Hope agrees that this contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.
10. Mediation. If a dispute arises out of or relates to this contract, or the breach of this contract, and if the dispute cannot be settled through negotiations, the parties agree first to try in good faith to settle the dispute by mediation.
11. Entire Agreement. This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract.

IN WITNESS WHEREOF, the District and Hope have executed this contract on the day and year first written above.

Hope Enterprises, Inc.

By: _____
Signature Date

Jersey Shore Area School District

By: _____
Signature Date