

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of August 12, 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. Christopher Fravel, Mr. John Pecchia, Mrs. Michelle Stemler, Mrs. Karen Stover, Mr. Merrill Sweitzer, Mrs. Mary Thomas, Mrs. Kelley Wasson and Dr. Jill Wenrich, Superintendent

Others Present: J. David Smith, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary and Dr. Kenneth Dady, Assistant Superintendent.

3. Pledge of Allegiance

B. Presentations

1. Communications:

- a. New Teacher induction being held August 13 and 14, 2019.
- b. Teachers are back Monday, August 19, 2019 and have 4 in-service days, August 19th-22nd, with learning opportunities and preparation for the new school year.
- c. Students return on Monday, August 26, 2019.
- d. Penn College NOW year end report, JSASD had 139 students enrolled earning a total of 681 credits saving students and parents \$379,998 at the 2018-2019 tuition rate!

2. President's Report:

- a. Mentioned the Middle School Care Closet that was on the agenda for approval and encouraged everyone to participate in donating if able.

3. Intermediate Unit Report: None

4. Superintendent's Report:

- a. Requested Financial Information - Ben Enders (Attachment)

K. Executive Session: An executive session was held for personnel issues starting at 7:45 p.m. after which business was conducted.

Meeting resumed at 8:09 p.m.

Motion: A motion was made by Harry Brungard and seconded by Karen Stover to add the following addendum items to the Agenda:

D.1. Personnel Items:

- l. appointment of Serena Henry to an Athletic Director position, at \$55,000.00, effective upon release from current employment.
- m. appointment of Bethany Hartman to a Business teacher position at Middle School, Step M8 of the current teacher contract, (\$59,700.00), effective August 13, 2019.

- n. appointment of Charlotte-Anne White to a Music Teacher position, Step B1 of the current teacher contract, (\$45,000.00), effective August 13, 2019.
- o. appointment of Andrea Decker as a Paraprofessional at Jersey Shore Area Elementary School, at an annual salary of \$16,684.00, effective upon receipt of clearances.
- p. appointment of Melinda Bartman, to a five hour per day, Paraprofessional position at Jersey Shore Area Elementary, \$9.06 per hour, effective upon receipt of clearances.

The vote was a unanimous yes. Motion carried.

C. Courtesy of the Floor on Agenda Items:

Burt Francis-JS Boro – commented on financing and Nippenose savings.
Bob Pryor-Mifflin Twp. – commented on appreciation for financial report and Alternative Education for Disruptive Youth.

D. Personnel

1. Personnel Items:

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

- a. a day without pay for employee number 2018-19-31, on Monday, June 24, 2019.
- b. accepting a letter of retirement from Crystal Quiggle, Custodian at Jersey Shore Area Elementary, with 25 years of service, effective September 6, 2019.
- c. accepting a letter of resignation from Todd Nagy, In Home Education teacher, effective August 23, 2019.
- d. appointment of Tyler Walk to a fall Band Front Advisor position, effective August 13, 2019, at a stipend of \$1178.00.
- e. appointment of Gail Merrill as Head cook at Avis Elementary School, effective for the 2019-2020 school year, \$15.88 per hour.
- f. appointment of Jody Paulhamus as Assistant Head cook at the Middle School, effective for the 2019-2020 school year, \$15.53 per hour.
- g. appointment of Amber Eck to a part time Food Service position at the Middle School, \$10.05 per hour, effective for the 2019-2020 school year.
- h. appointment of Kimberly Lose to a part time Food Service position at Salladasburg Elementary School, \$10.05 per hour, effective for the 2019-2020 school year.
- i. appointment of Kathryn Zell to a part time Food Service position at the Middle School, \$10.05 per hour, effective for the 2019-2020 school year.
- j. accepting a letter of resignation from Debra Schneider, part time Food Service employee, effective August 13, 2019.

- k. appointment of Jacob Maneval to an English teacher position at the High School, Step B1 of the current teacher contract, (\$45,000.00), effective August 13, 2019.
- l. appointment of Serena Henry to an Athletic Director position, at \$55,000.00, effective upon release from current employment.
- m. appointment of Bethany Hartman to a Business teacher position at Middle School, Step M8 of the current teacher contract, (\$59,700.00), effective August 13, 2019.
- n. appointment of Charlotte-Anne White to a Music Teacher position, Step B1 of the current teacher contract, (\$45,000.00), effective August 13, 2019.
- o. appointment of Andrea Decker as a Paraprofessional at Jersey Shore Area Elementary School, at an annual salary of \$16,684.00, effective upon receipt of clearances.
- p. appointment of Melinda Bartman, to a five hour per day, Paraprofessional position at Jersey Shore Area Elementary, \$9.06 per hour, effective upon receipt of clearances.

The vote was a unanimous yes. Motion carried.

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

1. Finance Items

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

- a. awarding 2019-2020 Athletic Supplies and Equipment to various vendors in accordance with bid specifications for a total award of \$8,913.54. (Attachment)
- b. awarding 2019-2020 Athletic Trainer Supplies to various vendors in accordance with bid specifications for a total award of \$5,565.23. (Attachment)

The vote was a unanimous yes. Motion carried.

H. Miscellaneous:

1. Miscellaneous Items

Motion: A motion was made by Karen Stover and seconded by Harry Brungard to approve the following Miscellaneous items as listed on the Agenda:

- a. The Middle School Care Closet to seek out and accept ongoing donations from businesses, individuals and students that will help establish and maintain the Care Closet.
- b. a donation of 4 gallons and 1 quart of paint by Sherwin Williams for the Jersey Shore Area Elementary School STEM/STEAM lab.
- c. an agreement between Jersey Shore Area School District and Nittany Learning Services, effective July 1, 2019 through June 30, 2020, for Alternative Education for disruptive youth. (Attachment)

The vote was a unanimous yes. Motion carried.

I. Old Business:

- a. Board members held a discussion regarding the optional plans that were presented at the July 10, 2019 Special Meeting.

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

Burt Francis-JS Boro – commented on Right to Know, 30 day extension and chief negotiator.

John Shireman-JS Boro – commented on 3 optional plans and closure of Administration Building.

Carol Homler-Porter Twp. – commented on school districts need to run like a business and cut costs.

Alicia Bilbay- Piatt Twp. – commented on need to spend money on long range plan, need projected costs for cyber.

Michelle Hensler-Mifflin Twp. –commented on building closures, sale ability of buildings, flood plain and building assignments for elementary students when they register.

Janice Shireman-JS Boro – commented on balance in Capital Projects fund.

Bob Pryor-Mifflin Twp.. – commented on Avis, Salladasburg and closures.

Kayla Calhoun-Avis Boro – commented on pool repairs, furloughs and administrative position.

Nancy Petrosky-Watson Twp. - commented on Administration Building and the flood plain.

K. Executive Session: An executive session was held for legal and personnel issues starting at 9:47 p.m. after which no business was conducted.

Meeting resumed at 11:24 p.m.

L. Adjournment

The August 12, 2019 Regular Board Meeting was adjourned at 11:25 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary

Jersey Shore Area School District
Long Term Financial Outlook
Without School Closures

6/24/19

	2019-2020	2020-2021	2021-2022	2022-2023
	Budget	Projection	Projection	Projection
Salaries	\$ 16,659,957	\$ 17,637,407	\$ 18,181,053	\$ 18,753,462
FICA	1,274,487	1,349,262	1,390,851	1,434,640
Retirement	5,690,760	6,130,592	6,395,925	6,719,176
Workers Compensation Insurance	66,441	66,475	66,476	66,476
Health Insurance (both Employees & Retirees)	5,152,781	5,374,610	5,639,594	5,927,554
Dental Insurance	234,561	246,289	258,603	271,534
Vision Insurance	7,580	7,580	7,580	7,580
Life and AD&D Insurance	13,860	13,917	13,917	13,967
Tuition Reimbursement	130,000	130,000	130,000	130,000
Other (LTD, Unemployment Compensation, Retirement Incentive, & Compensated Absences)	31,595	31,711	31,818	31,961
Total Employee Benefits	12,602,065	13,350,437	13,934,764	14,602,888
Professional Services	2,164,017	2,164,017	2,164,017	2,164,017
Property Services	914,583	914,583	914,583	914,583
Other Services	4,577,243	4,577,243	4,577,243	4,577,243
Supplies	1,014,583	1,014,583	1,014,583	1,014,583
Equipment	386,844	386,844	386,844	386,844
Other Expenses	1,985,576	1,386,169	1,386,169	1,386,169
Other Uses	2,656,000	2,656,000	2,656,000	2,656,000
Total Expenditures	\$ 42,960,867	\$ 44,087,282	\$ 45,215,255	\$ 46,455,788
Local Revenue	\$ 18,429,071	\$ 18,429,071	\$ 18,429,071	\$ 18,429,071
State Revenue	23,559,904	23,805,136	23,993,570	24,218,777
Federal Revenue	636,421	636,421	636,421	636,421
Other Revenue	5,000	5,000	5,000	5,000
Total Revenue	\$ 42,630,396	\$ 42,875,628	\$ 43,064,062	\$ 43,289,269
Surplus/(Deficit)	(330,471)	(1,211,655)	(2,151,193)	(3,166,519)
Fund Balance @ Beginning of Fiscal Year	\$ 6,139,975	\$ 5,239,438	\$ 4,027,784	\$ 1,876,591
Budget Deficit for Fiscal Year 2018-2019	(570,066)			
Projected Fund Balance @ 6.30.19	\$ 5,569,909			
Fund Balance WITHOUT Tax Increase @ End of Fiscal Year	\$ 5,239,438	\$ 4,027,784	\$ 1,876,591	\$ (1,289,928)
Fund Balance as a % of Budget/Projected Exp.	12%	9%	4%	-3%
R/E Tax Increase to Index in 19/20		-	-	-
R/E Tax Projected Increase to Index in 20/21 *		350,000	350,000	350,000
R/E Tax Projected Increase to Index in 21/22 *			350,000	350,000
R/E Tax Projected Increase to Index in 22/23 *				350,000
Fund Balance WITH Projected Tax Increases @ End of Fiscal Year	\$ 5,239,438	\$ 4,377,784	\$ 2,576,591	\$ (239,928)
	12%	10%	6%	-1%

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

Assumptions:

Revenue Growth with only the State Retirement & Social Security Subsidy
No Changes in Expenditures other than Salaries & Benefits
2% increase on expiring contracts
No future attritional savings
Health Insurance increases of 6.0% per year

Jersey Shore Area School District
Long Term Financial Outlook
With School Closures

6/24/19

	2019-2020	2020-2021	2021-2022	2022-2023
	Budget	Projection	Projection	Projection
Salaries	\$ 16,194,072	\$ 17,147,842	\$ 17,672,693	\$ 18,224,281
FICA	1,238,847	1,311,810	1,351,961	1,394,158
Retirement	5,531,008	5,960,370	6,217,033	6,529,518
Workers Compensation Insurance	66,440	66,476	66,476	66,476
Health Insurance (both Employees & Retirees)	5,012,734	5,229,089	5,487,525	5,768,238
Dental Insurance	226,221	237,533	249,409	261,880
Vision Insurance	7,445	7,445	7,445	7,445
Life and AD&D Insurance	13,271	13,324	13,324	13,374
Tuition Reimbursement	130,000	130,000	130,000	130,000
Other (LTD, Unemployment Compensation, Retirement Incentive, & Compensated Absences)	145,222	31,331	31,431	31,566
Total Employee Benefits	12,371,188	12,987,378	13,554,604	14,202,653
Professional Services	2,218,217	2,163,217	2,163,217	2,163,217
Property Services	799,303	799,303	799,303	799,303
Other Services	4,564,743	4,564,743	4,564,743	4,564,743
Supplies	1,006,683	1,006,683	956,683	956,683
Equipment	386,844	386,844	386,844	386,844
Other Expenses	1,970,531	1,385,469	1,385,469	1,385,469
Other Uses	2,656,000	2,656,000	2,656,000	2,656,000
Total Expenditures	\$ 42,167,580	\$ 43,097,478	\$ 44,139,555	\$ 45,339,192
Local Revenue	\$ 18,429,071	\$ 18,429,071	\$ 18,429,071	\$ 18,429,071
State Revenue	23,438,678	23,679,032	23,861,395	24,079,152
Federal Revenue	636,421	636,421	636,421	636,421
Other Revenue	5,000	5,000	5,000	5,000
Total Revenue	\$ 42,509,170	\$ 42,749,524	\$ 42,931,887	\$ 43,149,644
Surplus/(Deficit)	341,590	(347,953)	(1,207,667)	(2,189,548)
Fund Balance @ Beginning of Fiscal Year	\$ 6,139,975	\$ 5,911,499	\$ 5,563,546	\$ 4,355,879
Budget Deficit for Fiscal Year 2018-2019	(570,066)			
Projected Fund Balance @ 6.30.19	\$ 5,569,909			
Fund Balance WITHOUT Tax Increase @ End of Fiscal Year	\$ 5,911,499	\$ 5,563,546	\$ 4,355,879	\$ 2,166,331
Fund Balance as a % of Budget/Projected Exp.	14%	13%	10%	5%
R/E Tax Increase to Index in 19/20		-	-	-
R/E Tax Projected Increase to Index in 20/21 *		350,000	350,000	350,000
R/E Tax Projected Increase to Index in 21/22 *			350,000	350,000
R/E Tax Projected Increase to Index in 22/23 *				350,000
Fund Balance WITH Projected Tax Increases @ End of Fiscal Year	\$ 5,911,499	\$ 5,913,546	\$ 5,055,879	\$ 3,216,331
	14%	14%	11%	7%

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

Assumptions:

Revenue Growth with only the State Retirement & Social Security Subsidy
No Changes in Expenditures other than Salaries & Benefits and Expenses Noted Below
Reduction in U/C expense (\$114,000) after Year 1 for Furloughed Employees
Reduction in Professional Services (\$55,000) after Year 1 for Closing & Consolidation Costs
Reduction in Supplies (\$50,000) after Year 2 for operating Closed Buildings
2% increase on expiring contracts
No future attritional savings
Health Insurance increases of 6.0% per year

**Jersey Shore Area School District
School Closure Savings**

Report	2019-2020	2020-2021	2021-2022	2022-2023	Total
Surplus/(Deficit) - Final Budget w/o Closures	\$ (330,471)	\$ (1,211,655)	\$ (2,151,193)	\$ (3,166,519)	
Surplus/(Deficit) - Final Budget w/ Closures	341,590	(347,953)	(1,207,667)	(2,189,548)	
Savings w/ Closure	\$ 672,061	\$ 863,702	\$ 943,526	\$ 976,971	\$ 3,456,260

Report	2019-2020	2020-2021	2021-2022	2022-2023	
Fund Balance w/o Tax Inc - Final Budget w/o Closures	\$ 5,239,438	\$ 4,027,784	\$ 1,876,591	\$ (1,289,928)	
Fund Balance w/o Tax Inc - Final Budget w/ Closures	5,911,499	5,563,546	4,355,879	2,166,331	
Total Savings w/ Closure	\$ 672,061	\$ 1,535,762	\$ 2,479,288	\$ 3,456,259	

Jersey Shore Area School District

Recurring Annual Savings from Nippenose Closure

<u>Position</u>	<u>As Presented on 3.14.13</u>
3 Teaching Positions	\$ 199,334.00
1 Secretary	50,648.00
1 Custodian	49,090.00
1 Library Aide	37,819.00
2 Classroom Aides	73,762.00
1 Nurse Aide	41,638.00
Recurring Annual Savings from the Elimination of Positions	\$ 452,291.00
3 Year Average (10/11, 11/12, 12/13) Operating Costs of Nippenose Elementary	103,604.65
Total Recurring Annual Savings	<u>\$ 555,895.65</u>

	<u>Amount</u>	<u>Utility Costs while Building was still Owned</u>	<u>Net Annual Savings</u>
2013-2014 Annual Savings	\$ 555,895.65	\$ (26,486.18)	\$ 529,409.47
2014-2015 Annual Savings	555,895.65	(29,355.90)	526,539.75
2015-2016 Annual Savings	555,895.65	(21,745.90)	534,149.75
2016-2017 Annual Savings	555,895.65	-	555,895.65
2017-2018 Annual Savings	555,895.65	-	555,895.65
2018-2019 Annual Savings	555,895.65	-	555,895.65
Savings Realized since Nippenose was Closed			<u>\$ 2,701,890.29</u>

JERSEY SHORE AREA SCHOOL DISTRICT

175 A&P Drive
Jersey Shore, PA 17740

2019-2020 ATHLETIC SUPPLY AND EQUIPMENT BID AWARD

Authorizing the purchase of 2019-2020 Athletic Supplies and Equipment in accordance with the bid specifications and recommended awards. Awards are based on the lowest bid meeting specifications. Vendor summary of recommended awards is as follows:

Summary of Recommended Awards

M-F Athletic	West Warwick, RI	\$ 635.00
Triple Crown	Old Bridge, NJ	\$ 1,183.00
DeMANS	Brookville, PA	\$ 1,396.25
BSN Sports	Jenkintown, PA	\$ 1,494.59
Sportsman's	Johnstown, PA	\$ 4,204.70
TOTAL RECOMMENDED AWARD		<u>\$ 8,913.54</u>

JERSEY SHORE AREA SCHOOL DISTRICT

175 A&P Drive
Jersey Shore, PA 17740

2019-2020 ATHLETIC TRAINER SUPPLY BID AWARD

Authorizing the purchase of 2019-2020 Athletic Trainer Supplies in accordance with the bid specifications and recommended awards. Awards are based on the lowest bid meeting specifications. Vendor summary of recommended awards is as follows:

Summary of Recommended Awards

Everything Medical	Las Vegas, NV	\$ 1,025.96
Collins Sports Medicine	Raynham, MA	\$ 1,400.45
Medco Supply	Amherst, NY	\$ 1,439.80
Henry Schein	Melville, NY	\$ 1,699.02
TOTAL RECOMMENDED AWARD		<u>\$ 5,565.23</u>

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school name Jersey Shore Area School District

Official approved private provider name: Nittany Learning Services

AND NOW, this _____ day of _____ (month), 2019, Nittany Learning Services with a principal place of operations located at 440 Little League Boulevard, Williamsport PA 17701, and the Jersey Shore Area School District enter into this Act 48 Program Placement Agreement as follows:

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

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

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

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

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

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

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

- a. **"TERM"**. For purposes of this Agreement, "Term" shall be defined as the 2019-2020 school year.
- b. **"PROGRAM"**. For purposes of this Agreement, "Program" shall be defined as the, Nittany Learning Services Act 48 program;
- c. **"PUBLIC SCHOOL"**. For purposes of this Agreement, "PUBLIC SCHOOL" shall collectively be defined as all schools of the Jersey Shore Area School District, acting by and through their authorized employees, agents and representatives; and
- d. **"STUDENT"**. For purposes of this Agreement, "Student" shall be defined as a male or female in middle school, high school, or an area-vocational school at Jersey Shore Area School District who has been officially enrolled and designated as a "disruptive youth" in accordance with the Act.

2. MATRICULATION RIGHTS:

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

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

3. COST/PAYMENT:

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

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

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

4. DURATION: one school year (2019-2020)

5. COMPLIANCE – PDE GUIDELINES:

During the entire term of this Agreement, Nittany Learning Services and Jersey Shore Area School District warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2003/2008 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:

- a. Nittany Learning Services warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and Lycoming County, and that said facility has been approved by the Licensing and Inspection Bureau of County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.
- b. Nittany Learning Services shall provide to Jersey Shore Area School District upon written request, any original licenses for review.
- c. Nittany Learning Services warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.
- d. Nittany Learning Services warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

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

II. SCHOOL FOOD SERVICE:

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

III. STAFFING:

a. Nittany Learning Services warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.

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

c. Nittany Learning Services warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse

IV. STUDENT ATTENDANCE:

a. Jersey Shore Area School District warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the Nittany Learning Services administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at Nittany Learning Services, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

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

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

VI. TRANSPORTATION:

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

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

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

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by Nittany Learning Services administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by Nittany Learning Services administrative staff, and a written report shall be completed by Nittany Learning Services. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the student's file and turned into the Department of Education.

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

Nittany Learning Services shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the Nittany Learning Services educational facility.

VIII. SCHOOL HEALTH SERVICES

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

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

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

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

Nittany Learning Services warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

(Note: Any waivers should be denoted here.)

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

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

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

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

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

XII. PERIODIC REVIEW OF STUDENTS:

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

XIII. ANNUAL REPORT

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

EXEMPTION FROM STATUTORY REQUIREMENTS:

Nittany Learning Services warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E(3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding Nittany Learning Services operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 39.

CHALLENGES:

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

HOLD HARMLESS/INDEMNIFICATION:

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

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

INSURANCE:

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

INSOLVENCY OF PUBLIC SCHOOL:

If Jersey Shore Area School District is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of Nittany Learning Services and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to Nittany Learning Services within ten (10) days. If said payment is not received, all Jersey Shore Area School District students and related records shall not be entitled to continue to be matriculated at Nittany Learning Services and said records shall be forwarded by Nittany Learning Services. If said payment is received, the matriculated Jersey Shore Area School District students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL:

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

TERMINATION – APPROVED PRIVATE PROVIDER

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

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

- b. Failure to timely comply with Nittany Learning Services requests for information regarding any matriculated students, or failure to cooperate with Nittany Learning Services staff regarding matriculation procedures set forth herein;
- c. Failure to make any payment required hereunder or pay any Nittany Learning Services invoice when due;
- d. Violations of any provision in Act 48 of the Pennsylvania School Code;
- e. Violations of any provisions of state or federal law from which Jersey Shore Area School District has not been exempted; Jersey Shore Area School District or their Board of School Directors has been indicted for and convicted of fraud;

COMPLIANCE - STATE REGULATIONS:

Nittany Learning Services agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E(3). Jersey Shore Area School District agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT:

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

COMPLIANCE:

Nittany Learning Services agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

SEPARABILITY:

Nittany Learning Services agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

JURISDICTION AND VENUE:

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

MISCELLANEOUS.

This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under this agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:

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

ENTIRE AGREEMENT

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by Nittany Learning Services in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by Nittany Learning Services shall be construed, respectively, to be a waiver of Nittany Learning Services rights or to represent any agreement by Nittany Learning Services to undertake or perform such act or matter thereafter.

NONDISCRIMINATION

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

Chief school officer of public school

Date

Date

CEO of approved private provider

Date

Date