

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

A. Opening

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

2. Roll Call:

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

Others Present: Chris Kenyon, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary, Dr. Kenneth Dady, Assistant Superintendent, Emmilianne George and Robert Parker, Student Representatives.

Members Absent: Mrs. Kelley Wasson

3. Pledge of Allegiance: Led by Kenna Notevarp and Kayleigh Standridge students representing Jersey Shore Area Elementary.

B. Presentations

1. Communications:

- a. A thank you to all veterans, Dr. Wenrich asked all veterans in attendance to stand and they were recognized.
- b. Drama Production '*The Uninvited*' to be presented on November 22 & 23, 2019 at 7:30 p.m. at the High School. Tickets: students \$5.00 and adults \$8.00.
- c. Answer to a community member's enrollment question: Per Oct 1, figures sent to PDE; 2018-2019 - 2,321 total students, 2019-2020 – 2,305 total students, difference of 16 students.
- d. Rachel Garrett, Olivia-Anne Eisner and Aaron Baker, members of the JSAHS Marching Band, will perform in the All Star Marching Band on Thanksgiving Day in Philadelphia.
- e. Receipt of a letter from PDE, 'Division of Federal Programs has determined the JSASD has maintained fiscal effort when comparing the fiscal year ending June 30, 2017 to the fiscal year ending June 30, 2018.'
- f. Stephanie Steinbacher, a senior at JSAHS, was recognized at the YWCA Women of Excellence dinner as the '2019 Young Woman of Excellence' for her work as 2019-20 President of FBLA and as Co-chair of FBLA's Community Service Project during the 2018-2019 school year.
- g. Conversation with Superintendent and Administration Team is this Wednesday, November 13, 2019 7:00 to 8:00 p.m. in the Middle School library.
- h. PIAA State Football playoffs - round 1, Jersey Shore Bulldogs vs Bishop Shanahan Eagles this Friday, November 15, 2019 at 7:00 p.m., held at the Selinsgrove Area School District stadium.

2. President's Report:

- a. Mr. Allen attended the Keystone Central School District Board special meeting held on the renewal of the charter for Sugar Valley Rural Charter School. He highlighted information from the consultant's report regarding SVRCS's assigned and unassigned Fund Balance and Academic test scores.

3. Student Representative Report: None

4. Intermediate Unit Report: None

5. Superintendent's Report:

- a. FBLA American Enterprise Project/Partnership with the High School Life Skills class/library - Samantha Machmer
- b. Alexander Subaru Inc. donation of books related to Science K-12 - Katie Wert
- c. Memorial Policy at first read - Jill Wenrich (Attachment)
- d. 2019-20 Middle School and High School Club lists at first read - Jill Wenrich (Attachments)
- e. Future Ready PA Index - Principals
- f. 2020-2021 Budget Presentation - Ben Enders (Attachment)

K. Executive Session: An executive session was held for personnel and legal issues starting at 8:44 p.m. after which business was conducted.

Meeting resumed at 9:05 p.m.

Motion: A motion was made by Mary Thomas and seconded by John Pecchia to add the following addendum item to the agenda:

D. 1. Personnel Items

- g. hiring of a half time Reading Teacher at Jersey Shore Area Elementary.

The vote was a unanimous yes. Motion carried

C. Courtesy of the Floor on Agenda Items:

Bob Pryor-Mifflin Twp. – commented to remember the Board Member oath of office and make good decisions.
Burt Francis-JS Boro – had a handout for the board and commented on personnel item d and a letter to the board from teachers.
Carol Homler-Piatt Twp. – commented on personnel item d, keep an open mind when voting and more programs are needed for the students at High School level.
Alicia Bilbay-Piatt Twp. – commented on timing of school closure vote, do not want academics, local schools are more than buildings.
Nancy Petrosky-Watson Twp. – commented on creating and manipulating numbers.
Beth McClain-Piatt Twp. – commented on numbers being off and district in turmoil.
John Shireman-JS Boro – commented on school code regarding personnel item d, amount of SVRCS fund balance and numbers skewed in 2005-06 when JSASD fund balance was \$5,000.
Justin Wall-Anthony Twp. – had a handout and commented on surplus dollars.
Raye Bierly-Piatt Twp. – commented on \$1.6 M surprise surplus, vote on closing after surplus, calculations on savings and costs of closing buildings and 22 days until new board members are sworn in.

D. Personnel

1. Personnel Items:

Motion: A motion was made by John Pecchia and seconded by Harry Brungard to approve Personnel items a. – d. as listed on the agenda:

- a. appointment of Heather Karstetter, Kindergarten teacher, to a position of Mentor for Bobbie McGhee, Kindergarten teacher, for the 2019-2020 school year at a stipend of \$500.
- b. FMLA from September 30, 2019 thru October 18, 2019 for employee 2019-20-14.

c. FMLA from December 2, 2019 thru December 20, 2019 for employee 2019-20-15.

d. appointment of Kelley Wasson as a Special Education Paraprofessional at Jersey Shore Area Elementary School, at an annual salary of \$16,684.00, (prorated for the 2019-20 School year), effective November 12, 2019.

The vote was a unanimous yes. Motion carried.

A letter of resignation for Kelley Wasson from her position as Board Member for Region 3 was read by Mary Thomas, Vice President.

Motion: A motion was made by Mary Thomas and seconded by Karen Stover to add Mrs. Wasson's letter of resignation to the agenda under H. Miscellaneous items:

f. a letter of resignation from Kelley Wasson as Board Member of Jersey Shore Area School District for Region 3.

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by John Pecchia and seconded by Mary Thomas to approve Miscellaneous item H. f. as added to the agenda:

f. accepting a letter of resignation from Kelley Wasson as Board Member of Jersey Shore Area School District for Region 3.

The vote was a unanimous yes. Motion carried.

Motion: A motion was made by Mary Thomas and seconded by Karen Stover to approve Personnel items e. – g. as listed on the addendum and agenda:

e. accepting a letter of resignation from Lori Kupres, Food Service employee, effective November 1, 2019.

f. the change in personnel for the following positions for the High School Drama Production, *The Uninvited*:

Stage Manager	Michele Long	\$ 400
Public Relations	Charlotte Bierly	\$ 400

g. hiring of a half time Reading Teacher at Jersey Shore Area Elementary.

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 Mary Thomas and seconded by Harry Brungard to approve the Finance items as listed on the agenda:

a. the transfer of \$500,000 from the General Fund to the Capital Reserve Fund at June 30, 2019. There was prior Board approval for transfer of funds to complete the June 30, 2019 financial statements in compliance with GASB 54 and Act 48.

b. the commitment of \$380,303.02 of fund balance at June 30, 2019 for future PlanCon J approvals. There was prior Board approval for commitment of funds to complete the June 30, 2019 financial statements in compliance with GASB 54 and Act 48.

The vote was a 7 yes and 1 no. Motion carried.

H. Miscellaneous:

1. Miscellaneous Items

Motion: A motion was made by John Pecchia and seconded by Mary Thomas to approve the following Miscellaneous items a. – d. as listed on the Agenda:

- a. receipt of a Mansfield Site-Level Grant for \$1000 as presented at the October 28, 2019 Board meeting.
- b. renewal of the dual enrollment agreement between Indiana University of Pennsylvania and Jersey Shore Area School District. (Attachment)
- c. the License Contract for the 2019-2020 Senior High School musical, *Godspell*. (Attachment)
- d. the use of the Williamsport Area School District's pool, by our High School Swim Team, at a monthly cost of \$200.

The vote was a unanimous yes, except for item c there was one no. Motion carried.

Motion: A motion was made by John Pecchia and seconded by Harry Brungard to approve Miscellaneous item e. as listed on the Agenda:

e. Recommend to the board for voting on final action for the three (3) optional plans presented at the Special Meeting of July 10, 2019 and/or possible closure options for the Avis and Salladasburg Elementary Schools as presented at Public Hearings of March 28, 2019, and February 27, 2019, respectively. All subsequent motions will be requested by the Board Chair in the order presented below and voted by roll call.

- 1. Option 1 – Closure of the administration building with a reconfiguration of all current existing elementary buildings to K-6, (date to be determined). Estimated net recurring operational costs = \$285,904.00
- 2. Option 2 – All current existing buildings remain, with a reconfiguration of all current existing elementary buildings to the following: Avis Elementary (K-2), Jersey Shore Area Elementary (3-5), and Salladasburg Elementary (K-2), effective 2020-21 school year. Estimated net recurring operational costs = \$164,587.00
- 3. Option 3 – Closure of the administration building with a reconfiguration of all current existing elementary buildings to the following: Avis Elementary (K-2), Jersey Shore Area Elementary (3-6), and Salladasburg Elementary (K-2) as well as a reconfiguration of the Jersey Shore Area Middle School to include grades 7-8 only with central office administration, (date to be determined). Estimated net recurring operational costs = \$134,587.00

4. Option 6 – Closure of the Avis Elementary building and the Salladasburg Elementary building including a reconfiguration of all remaining existing buildings to the following: Jersey Shore Area Elementary (K-3), Jersey Shore Area Middle School (4-7), and Jersey Shore Area Senior High School (8-12), effective 2020-21 school year. Estimated net recurring operational savings = \$891,061.00

5. Option 4 – Closure of the Avis Elementary building including a reconfiguration of grades as recommended by the Superintendent or by an independent 3rd party feasibility study, if performed, effective 2020-21 school year. Estimated net recurring operational savings = \$122,707.00

6. Option 5 – Closure of the Salladasburg Elementary building including a reconfiguration of grades as recommended by the Superintendent or by an independent 3rd party feasibility study, if performed, effective 2020-21 school year. Estimated net recurring operational savings = \$144,104.00

A roll call vote was held, the vote was as follows:

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

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

No motion for approval was made for items H. e. 1, 2, 3, 5 or 6.

Motion: A motion was made by Harry Brungard and seconded by John Pecchia to approve Miscellaneous item e. 4. As listed on the agenda:

4. Option 6 – Closure of the Avis Elementary building and the Salladasburg Elementary building including a reconfiguration of all remaining existing buildings to the following: Jersey Shore Area Elementary (K-3), Jersey Shore Area Middle School (4-7), and Jersey Shore Area Senior High School (8-12), effective 2020-21 school year . Estimated net recurring operational savings = \$891,061.00

A roll call vote was held, the vote was as follows:

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

The vote was 4 – yes and 4 - no. Motion failed.

I. Old Business: None

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

Bob Pryor-Mifflin Twp. – commented on not counting on surplus monies every year.

John Shireman-JS Boro – commented on those that voted yes for closure and JSASD \$5000 fund balance in 2005-06.

Justin Wall-Anthony Twp. – commented on 8 Kindergarten classrooms at JSAE.

K. Executive Session: An executive session was held for personnel and legal issues starting at 10:20 p.m. after which no business was conducted.

Meeting resumed at 11:01 p.m.

L. Adjournment

The November 11, 2019 Regular Board Meeting was adjourned at 11:02 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



Book	Board Policy Manual
Section	700 Property
Title	Student - Staff Memorials/Honorariums
Code	702.1
Status	
Legal	1. 24 P.S. 216 2. 24 P.S. 703 3. Pol. 706 - Property Records

Purpose

Jersey Shore Area School District recognizes that memorials established upon school district property must be proposed, reviewed, and adopted cognizant of concepts of equality, proper concern for all students, staff and community members, appropriateness of memorials, and best usage of available property. Memorials will be considered for students and current and retired staff members. The School Board or its designee reserves the right to accept or deny any memorial gift.

Authority

Recommended Memorials[\[1\]](#)

Memorials may be established if there is no cost to the school or school district. Appropriate memorials may include:

1. Scholarships in memory of a deceased student and/or staff member.
2. Donated items or other materials recommended by the school principal (or designee) to the Jersey Shore Area School Board for approval and acceptance to the school library. Donated items may include a plate with wording limited to "Donated in Memory/Honor of "student/staff name" or "In Memory/Honor of "student/staff name" and the deceased's legal name and dates of birth and death as well as the donor's name. Disposal of the donated item, due to its being outdated or obsolete is at the discretion of the school principal (or designee). The school principal (or designee) will make every reasonable attempt to return the item to its original donor or family.
3. Non-conditional monetary contributions to a particular school activity, department, or event. The school principal must recommend acceptance to the Jersey Shore Area School Board for approval.
4. Equipment donated with recommendation of the Superintendent to the Jersey Shore Area School Board. An engraved plate no larger than two (2) by six (6) inches may be affixed to the equipment and may include wording limited to "Donated in Memory of "student/staff name" or "In Memory/Honor of "student/staff name" and dates of birth and death, as well as the donor's name. Disposal of the donated item, due to its being outdated or obsolete is at

- the discretion of the school principal (or designee). The school principal (or designee) will make every reasonable attempt to return the item to its original donor or family.
5. A flower bouquet may be on display at graduation ceremonies in a location deemed appropriate by the school principal (or designee). At the discretion of the school principal (or designee) and the concurrence of the next of kin, a deceased student's diploma may be presented posthumously to a family member of the deceased. Such a presentation would be in the same manner and at the same place in the program as if the student had received the diploma.
 6. Planting of a shrub, or perennial on school grounds may be permitted provided that the location has received prior approval by the Superintendent, Supervisor of Buildings & Grounds, and School Board prior to planting with the understanding that the tree, shrub, or perennial may not survive weather conditions, will be maintained by the school district and may be removed if deemed appropriate and necessary for the overall operation and plan of the campus. If a plant must be removed, the district will replace with a similar one.
 7. Moving forward policy records will be kept.

Since there are currently a number of plaques and other assorted markers on grounds and in buildings throughout the Jersey Shore Area School District, the following guidelines shall apply:
[\[1\]](#)[\[2\]](#)

1. Current memorials, markers or plaques installed prior to (date of policy), will remain in place, with maintenance and/or care by the school or school district. Trees, shrubs, or perennials which die will be removed by the school district's maintenance department. Oversight for these decisions will be made by the school principal (or designee) and/or the Supervisor of Buildings and Grounds. The school principal (or designee) will make every reasonable attempt to return the item to its original donor or family.

Spontaneous Temporary Memorials/Expressions Following a Death[\[1\]](#)

The Jersey Shore Area School District is sensitive to the emotional needs of our school community during times of crisis. Tragic incidents or deaths may be observed by spontaneous expressions of grief, support, or sympathy for a victim and/or their family. These expressions often have taken the form of banners, locker decorations, flowers, or gatherings. So that no human life is interpreted to be more or less important than others, the following procedures shall be followed:

1. In enforcing this policy it is imperative that students and staff involved are treated in a sensitive manner by explaining the reasons for the policy to students, staff, parents and/or guardians.
2. A moment of silence may be offered at the district or school level.
3. Since expressions of grief are often emotional and cathartic, individual or trained professionals should be available to appropriately address need.
4. Decorations or displays should be limited to an area designated by the school principal (or designee). Principals (or designee) should use discretion as to their appropriateness and when they are to be removed.
5. Candles and other flammable items cannot be permitted on school grounds without the permission of the Superintendent.
6. Gatherings on school property without the presence of an appropriate adult will not be allowed without permission by the school principal.
7. Consideration should be given to the victim's family for "formal memorial observances" on school property; however, the Superintendent and the Jersey Shore Area School Board shall be given the final consideration in decision making.

*Current legal interpretations indicate that a district may not be involved in planning religious content, but may not infringe upon the right of non-school personnel to express themselves.[\[1\]](#)[\[3\]](#)

Unacceptable Memorial Gifts and Practices

Memorials and practices that are deemed not acceptable by the school or school district are those that:

1. Alter school activities or the school schedule.
2. Require the permanent retirement or discontinued use of school property for more than six years.
3. Infringe on the separation of church and state.
4. Require the use of public funds for purchase.
5. Permanent "property" memorials to those who have committed suicide, a serious form of illegal behavior, or those that glamorize the method of death.
6. Present a potential health, safety risk, or violate school district rules, regulations, and procedures.

Delegation of Responsibility

In the event of a crisis on campus that results in multiple items being left to honor or memorialize student(s)/staff, the school district reserves the right to eliminate, donate, or move the items to a more appropriate location in order that those items would not be in violation of "Unacceptable Memorial Gifts" 1-6.

JSAMS Club Information

Club	Brief Description:	Advisor
Band/Jazz Band	Jazz Band, meets TBA. We play pop and jazz music different from the regular band music.	Nick Eischeid
Builders Club (MS Kiwanis)		Tracy Silvis
C3: Committed Christians Club	Host Friday night activity nights for the Middle School throughout the year. Share and spread positive and kind message. Gather food for the foodbank, and clothing for love center.	Matthew Hartman Chris Nagle Monica Richards Kurt Jones
Chorus/Select Singers	Select Singers	Andrea Bowers
Constitutional Convention	Goes to Constitutional Convention and Model U.N conventions yearly.	Rebecca Baller Jeffrey Klugh
Future Business Leaders of America - Middle Level		Vickie Allen Jan Wasson
Healthy Hearts Club	Promotes healthy lifestyles throughout the school year. Club members make posters, meet to have wellness activities, and support the high school's branch of the club. The club also promotes and supports the American Heart Association through the annual Hoops For Heart event.	Jodie Chappel Emily Buttorff or Erin Bonsell
Military and Law Enforcement Support Club	Collects items and ships care packages and Easter eggs to deployed service men and women. Care baskets and cards to local veterans. Police appreciation gifts throughout the year.	Ruth LeVan Corrine Fravel
Outdoor Club	-Service, education and fun activities to promote conservation of environment. -School Recycling program	Jeffrey Klugh Sean Weaver
Student Council		Lynnnann Charnego
TAG Club: DC Trip (similar to a Class Advisor)	Small group to organize DC trip	Nichole Bechdel
Yearbook: Bullpup Memories	Works throughout the year to create the middle school yearbook.	Sarah Kuehne

Club	Brief Description	Advisor
American Red Cross Club	An extension of the local Red Cross Unit. Hosting blood drives for community.	Melissa Williamson
Bible Club	Provides opportunity to read/discuss Bible passages and teachings. Student run & led.	James Watson
*New Club – 2019-20 Card Club	Provide a space where students who are interested in card games can play together, make friendships, and learn from each other in a welcoming environment.	Jacob Maneval
Drama Club	Learn more about and to actively participate in technical and performance aspects of theatre.	Michele Long
FBLA 9th	To further the goals of FBLA within the Jersey Shore Area School District. All participate in Regional Competition, may qualify for States or Nationals.	Jeff Miller
FBLA	To further the goals of FBLA within the Jersey Shore Area School District. All participate in Regional Competition, may qualify for States or Nationals.	Dolly Oden
Heart Club	Promote health and wellness in our school and community. Supports American Heart Association.	Sheena Armbruster
Jazz Band	Offers students additional time to practice their instruments. It is also used as additional time to listen and discuss jazz music and concepts. Occasionally club time is used for additional rehearsal time for the extra-curricular jazz band.	Chris Lahr
IT Club	Promotes Information Technology/Computer related fields. Organizational skills/LAN Party fundraisers	Scott Alexander
Indoor Track & Field Club	Allows winter training for spring track preparation, all students welcome.	Robert Fox
Manufacturing Club	Design and fabricate mass production/large scale real life projects.	Brent Wheeland
Constitutional Convention & Model UN	Academic competitions with other districts.	Jessica George Timothy Greene Mike Harvey James Smith
Music Club	Connects students through various methodologies of music. Focuses on exploration of genres & mediums through auditions & performances.	Jonathan Palumbo
Key Club	Key Club is part of Kiwanis International, making it an international organization as well. Activities focus on community service, fundraising, and leadership development	Jodi English

National Art Honor Society	Promotes art advocacy with art projects in school/community. Must have GPA of 90% or higher in all art classes.	Sarah Keim
National English Honor Society	Supports development of hardworking/diligent students striving to support community and excel in academics. Required 90% in English.	Brooke Menzen
Outdoor Club	Extension of Physical Education and our life time fitness activities. The clubs purpose is to connect high school age students to our amazing Tiadaghton state forest. Community service.	Eric Hess Bill Ferguson Jeff Miller James Smith
National Honors Society	Student who meet specific academic, extra-curricular, and volunteer requirements are eligible to be inducted into this organization.	Holly Barto
Pep Club	Meet with information regarding student-section and athletics events	Serena Henry
Renaissance Club	Executive committee of carefully selected students to work with teachers to improve school climate and atmosphere. Extension of School Wide Positive Behavior program using Jostens Renaissance program.	Jonathan Palumbo Teri Bauman
Rho Kappa National Social Studies Honor Society	Academic club of seniors only, students participate in the numerous competitions like Con-Con & Mock Trial, Government Day and Law Day.	James Smith Tim Greene
Sign Language Club	Teaches students American Sign Language as well as different aspects to the Deaf Culture.	Julie Wagner
Spanish National Honor Society/Club	Academic Society focused on Spanish Language, excellence in Secondary education & promoting continuity of interest in Spanish culture, must maintain cumulative average of 90%, 92% in Spanish. 10th grade or above.	Debra Bressler
Spectrum Club	Provides students of all gender, race, religion, culture, sexual orientation, and economic background a safe place to socialize and support each other.	Michele Long
Student Council	Government body for the high school. A member of the National Association of Student Councils & the PA Association.	Michele Persun
Young Democrats	Intends to allow people to express and discuss political opinions. Allows students to take part in community service through local organizations.	Jessica George
Youth Development Task Force (YDTF)	The YDTF's purpose is to continuously support, monitor, work, and raise awareness on mental and physical health issues of our youth in a countywide leadership organization.	Jodi English

Classes	Brief Description	Advisor
Class of 2020	Senior Class	Michele Long Janna Riggle
Class of 2021	Junior Class	Melissa Williamson Brooke Menzen
Class of 2022	Sophomore Class	Jessica George Julie Wagner
Class of 2023	Freshman Class	Charlotte Bierly Sarah Keim

**GENERAL FUND BUDGET SUMMARY
2020-21 BUDGET
AS OF NOVEMBER 11, 2019**

Actual Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/19		\$ 6,560,890
Unassigned Fund Balance committed for Legal Settlement - approved 9/23/19		(22,500)
Committed Fund Balance for PSERS Increase used in 19-20		(330,471)
Committed Fund Balance for Health Insurance Increase used in 19-20		-
Projected Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/20		\$ 6,207,919
2020-21 Budgeted Revenue:	\$ 43,250,712	
2020-21 Budgeted Expenditures:	<u>43,854,913</u>	
Surplus/(Deficit)		<u>(604,201)</u>
Total Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/21		<u>\$ 5,603,718</u>
Estimated Committed Fund Balance for PSERS Increase as of 7/1/20	\$ 2,449,529	
Committed Fund Balance for PSERS Increase used in 20-21	<u>(404,201)</u>	
Estimated Committed Fund Balance for PSERS Increase as of 7/1/21		\$ 2,045,328
Estimated Committed Fund Balance for Health Insurance Increase as of 7/1/20	\$ 850,000	
Committed Fund Balance for Health Insurance Increase used in 20-21	<u>(200,000)</u>	
Estimated Committed Fund Balance for Health Insurance Increase as of 7/1/21		650,000
Estimated Unassigned Fund Balance as of 7/1/20	\$ 2,908,390	
Unassigned Fund Balance used in 20-21	<u>-</u>	
Estimated Unassigned Fund Balance as of 7/1/21		<u>2,908,390</u>
Total Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/21		<u>\$ 5,603,718</u>
Estimated Unassigned Fund Balance 7/1/21 As a Percent of 2020-21 Budgeted Expenditures		<u>6.63%</u>
Estimated Unassigned & PSERS/Health Insurance Committed Fund Balance 7/1/21 As a Percent of 2020-21 Budgeted I		<u>12.78%</u>

Estimated Nonspendable Fund Balance as of 7/1/20	\$ 252,876	
Nonspendable Fund Balance used in 20-21	<u>-</u>	
Estimated Nonspendable Fund Balance as of 7/1/21		252,876
Estimated Committed Fund Balance for Legal Settlements as of 7/1/20	\$ 67,350	
Committed Fund Balance for Legal Settlements used in 20-21	<u>-</u>	
Estimated Committed Fund Balance for Legal Settlement as of 7/1/21		67,350
Estimated Committed Fund Balance for MS & HS PlanCon J as of 7/1/20	\$ 380,303	
Committed Fund Balance for MS & HS PlanCon J used in 20-21	<u>-</u>	
Estimated Committed Fund Balance for MS & HS PlanCon J as of 7/1/21		<u>380,303</u>
Total Fund Balance as of 7/1/21		\$ 6,304,247

Jersey Shore Area School District
Long Term Financial Outlook
As of 11.11.19

	2020-2021	2021-2022	2022-2023	2023-2024
	Budget	Projection	Projection	Projection
Salaries	\$ 16,641,970	\$ 18,079,085	\$ 18,644,747	\$ 19,238,461
FICA	1,273,111	1,383,050	1,426,323	1,471,742
Retirement	5,765,667	6,340,614	6,660,030	6,960,577
Workers Compensation Insurance	52,350	54,967	57,716	60,601
Health Insurance (both Employees & Retirees)	5,268,866	5,514,933	5,795,038	6,118,439
Dental Insurance	242,584	254,713	267,449	280,821
Vision Insurance	7,535	7,535	7,535	7,535
Life and AD&D Insurance	13,910	13,959	14,007	14,054
Tuition Reimbursement	130,000	130,000	130,000	130,000
Other (LTD, Unemployment Compensation, Retirement Incentive, & Compensated Absences)	31,718	31,855	31,994	32,134
Total Employee Benefits	12,785,741	13,731,626	14,390,092	15,075,904
Professional Services	2,087,879	2,087,879	2,087,879	2,087,879
Property Services	1,055,848	1,055,848	1,055,848	1,055,848
Other Services	4,641,382	4,641,382	4,641,382	4,641,382
Supplies	1,023,247	1,023,247	1,023,247	1,023,247
Equipment	444,290	444,290	444,290	444,290
Other Expenses	2,535,556	1,277,363	1,277,363	1,277,363
Other Uses	2,639,000	2,639,000	2,639,000	2,639,000
Total Expenditures	\$ 43,854,913	\$ 44,979,719	\$ 46,203,847	\$ 47,483,374
Local Revenue	\$ 18,804,960	\$ 18,804,960	\$ 18,804,960	\$ 18,804,960
State Revenue	23,823,152	24,063,183	24,285,375	24,497,571
Federal Revenue	617,600	617,600	617,600	617,600
Other Revenue	5,000	5,000	5,000	5,000
Total Revenue	\$ 43,250,712	\$ 43,490,743	\$ 43,712,935	\$ 43,925,131
Surplus/(Deficit)	(604,201)	(1,488,976)	(2,490,912)	(3,558,242)
Fund Balance @ Beginning of Fiscal Year	\$ 6,560,890	\$ 5,603,718	\$ 4,114,742	\$ 1,623,830
Fund Balance Used in Fiscal Year 2019-2020	(352,971)			
Projected Fund Balance @ 6.30.20	\$ 6,207,919			
Fund Balance <u>WITHOUT</u> Tax Increase @ End of Fiscal Year	\$ 5,603,718	\$ 4,114,742	\$ 1,623,830	\$ (1,934,412)
Fund Balance as a % of Budget/Projected Exp.	13%	9%	4%	-4%
R/E Tax Increase to Index in 20/21	350,000	350,000	350,000	350,000
R/E Tax Projected Increase to Index in 21/22 *		350,000	350,000	350,000
R/E Tax Projected Increase to Index in 22/23 *			350,000	350,000
R/E Tax Projected Increase to Index in 23/24 *				350,000
Fund Balance <u>WITH</u> Projected Tax Increases @ End of Fiscal Ye	\$ 5,953,718	\$ 4,814,742	\$ 2,673,830	\$ (534,412)
	14%	11%	6%	-1%

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

Assumptions:

No Tax Increase in 20/21
Revenue Growth with only the State Retirement & Social Security Subsidy
No Changes in Expenditures other than Salaries & Benefits
2% increase & Step Movement (where applicable) on expiring contracts
No future attritional savings
Health Insurance increases of 6.0% per year

20/21 Revenue Budget Assumptions as Presented on 11.11.19:

Local Revenue:

- Increase in Local Real Estate Tax of \$118,664 which represents the increase from the 18/19 Budget Amount (\$12,154,956) to the 18/19 Actual Amount (\$12,273,620)
- Increase in Payments in Lieu of Taxes of \$821 which sets the 20/21 Budget Amount (\$238,821) equal to the 18/19 Actual Amount (\$238,821)
- Increase in Earned Income Tax of \$162,265 which sets the 20/21 Budget Amount (\$3,962,265) equal to the 18/19 Actual Amount (\$3,962,265)
- Increase in Delinquent Real Estate Tax of \$26,794 which sets the 20/21 Budget Amount (\$726,794) equal to the 18/19 Actual Amount (\$726,794)
- Increase in Interest Earnings of \$67,345 which sets the 20/21 Budget Amount (\$267,345) equal to the 18/19 Actual Amount (\$267,794)

State Revenue:

- Increase in Basic Education Subsidy of \$156,833 which represents the increase from the 18/19 Subsidy (\$13,112,692) to the 19/20 Subsidy (\$13,269,525)
- Increase in Special Education Subsidy of \$45,837 which represents the increase from the 18/19 Subsidy (\$1,810,773) to the 19/20 Subsidy (\$1,856,610)
- Increase in Vocational (CTE) Instruction Subsidy of \$10,443 which represents the increase from the 18/19 Subsidy (\$110,443) to the 19/20 Subsidy (\$120,886)
- No Increase in the Ready to Learn Block Grant (\$489,271) as this funding has not changed since 17/18

Federal Revenue:

- Increase in Title I Funding of \$8,571 which sets the 20/21 Budget Amount (\$488,571) equal to the 19/20 Allocation (\$488,571)
- Decrease in Carl Perkins Funding of \$36,421 due to changes in the structure of the grant as presented by Mr. Keen at the October 14, 2019 Board Meeting
- Increase in Title II Funding of \$92,205 which sets the 20/21 Budget Amount (\$92,205) equal to the 19/20 Allocation (\$92,205)
- Increase in Title IV Funding of \$36,824 which sets the 20/21 Budget Amount (\$36,824) equal to the 19/20 Allocation (\$36,824)



DUAL ENROLLMENT AGREEMENT

THIS AGREEMENT is entered into this day between Indiana University of Pennsylvania hereinafter referred to as "the University" and Jersey Shore Area School District, hereinafter referred to as "the District", a public school under the laws of the Commonwealth of Pennsylvania.

The University is a unit of higher learning of the State System of Higher Education of Pennsylvania. The Legislature has determined by Act 188 of 1982 that the primary mission of the State System of Higher Education of Pennsylvania is to provide high quality education at the lowest possible cost. The mission of the State System of Higher Education is to provide undergraduate instruction, and opportunities for personal growth consistent with the legislated mission of the System. Certain students in the District may benefit from the opportunity to take classes offered by the University. The University wishes to develop a Dual Enrollment program to recruit outstanding students to the University study body. The District also wishes to make certain undergraduate courses offered by the University available to the students of the District.

THEREFORE, the District and the University desire to describe the features, purposes and mechanisms of the relationship by which the parties will establish a partnership in a collaborative arrangement; and this Agreement is intended to function as a collaborative agreement in accordance with said Board of Governors Policy 1999-02-A: Tuition.

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

I. General Terms

1. The District will determine, on a student-by-student basis, the suitability of courses for the District's students who wish to enroll in the course.
2. Students selected by the district for enrollment in an on-campus course will be enrolled as non-degree students at the University. To aid the enrollment of the District's students, the District will provide the documentation necessary to the enrollment without cost. Each student will have to apply (once) for a non-degree status. The application will include a high school transcript and a letter from a guidance counselor attesting to the suitability of each course. Students selected by the District may enroll in on campus, online, or both courses under this Agreement during both the academic year and the summer as non-degree students on a space available basis.
3. Should a student from the District wish to become a fully matriculated undergraduate student upon graduation from high school they must follow the normal application process. Although successful completion of university level courses is generally viewed as a good indicator of success in college and a strong positive factor in the admission decision, nothing in this document serves to guarantee to a participating student admission to a regular status or to any major. Tuition reductions described in paragraph five would not apply once a student enrolls in the university outside of the parameters of this Agreement and he or she would be obligated to pay the standard tuition rate.
4. Students may obtain transcripts of their coursework from the Registrar in the normal manner.
5. The University will provide the District's students with a reduced tuition rate for on-campus enrollment. The student will be responsible for the balance of the tuition and fees. Fees for on-campus courses are defined on the University web site. The reduced tuition rate for on-campus courses will be 25 % of the regular in-state tuition (subject to a space available basis). The reduced tuition rate will apply only to students of the District. The University's normal refund policy will apply in case of withdrawals.



6. Students registered as non-degree students at the University under this Agreement will have the same rights, privileges, and responsibilities as other non-degree students, including the right to a student ID, use of the library, and other academic resources. All University policies and procedures, including but not limited to, academic policies and student discipline policies shall apply.
7. The Organization understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, et seq.

II. Mutual Terms and Conditions

1. The term of this Agreement will be five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student enrolled under the terms of this Agreement will have the opportunity to complete their IUP field experience.
2. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
3. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
4. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this agreement with each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
5. Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this agreement. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
6. This Agreement represents the entire understanding between the parties. This agreement shall only be modified in writing with the same formality as the original Agreement.



The authorized representatives of the parties have executed this agreement as of the date indicated below.

**Indiana University of
Pennsylvania**

**Jersey Shore Area School
District**

Dr. Timothy S. Moerland,
Provost & VPAA

Date

Authorized Signature

Date

Print Name/Title

EFFECTIVE DATE OF AGREEMENT is the date of last signature.

MTI PRODUCTION CONTRACT

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

Licensee:

JERSEY SHORE SENIOR HIGH SCHOOL
ATTN.: ANDREA BOWERS
701 CEMETERY STREET
JERSEY SHORE, PA 17740

TELE#: 570-398-7400 X 2303 FAX: 570-398-5612
E-MAIL: ABOWERS@JSASD.ORG

Contract Issue Date: 11/01/19
Contract Expiration Date: 12/13/19
Valid For Performances From: 03/27/20 - 03/29/20
MTI Access Code: GOD1521460

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
GODSPELL

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$360.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 425 per Performance
Tickets @ 8.00 5.00 0.00

SECURITY DEPOSIT

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$625.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT CONFIRMATION

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: JERSEY SHORE SENIOR HIGH SCHOOL

Name of Show: GODSPELL

Name and address of performance space/venue: JERSEY SHORE HIGH SCHOOL
701 CEMETERY STREET, JERSEY SHORE, PA 17740

Date(s) of performance(s): 03/27/2020 - 03/29/2020

Contract Expires: 12/13/2019

Please list number of performances
for each calendar month: 3

SHIP WITH:
(check one)

☐ Partial/Alternate Orchestration

☒ Full Orchestration

☐ No Orchestration

(If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

Royalty A for 3 performance(s) @ \$ 360.00 per performance, a total of \$ 1,080.00

RENTAL: \$625.00 for a standard set of materials or any part thereof \$ 625.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X _____ months \$ _____

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 177.20

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ 136.93

TOTAL: \$ 2419.13

TOTAL AMOUNT ENCLOSED: \$ 2419.13

OUTSTANDING OBLIGATIONS: \$ _____

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.

Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one)

☒ RUSH

☐ SECOND DAY

☐ STANDARD

Shipping Address: 701 Cemetery St

(NO P.O. BOXES)

City: Jersey Shore

State: PA Zip/Postal Code: 17740

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD:

☐ VISA

☐ MASTERCARD

☐ AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☒ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME: Andrew L. Bowers TITLE: Director

AUTHORIZED SIGNATURE: Andrew L. Bowers DATE: 11/2/19

DAYTIME TELEPHONE: (570) 398-7400 ext. 2303 EMAIL: abowers@jasd.org

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

CONTRACT CONFIRMATION

LICENSEE COPY

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: JERSEY SHORE SENIOR HIGH SCHOOL

Name of Show: GODSPELL

Name and address of performance space/venue: JERSEY SHORE HIGH SCHOOL
701 CEMETERY STREET, JERSEY SHORE, PA 17740

Date(s) of performance(s): 03/27/2020 - 03/29/2020

Contract Expires: 12/13/2019

Please list number of performances
for each calendar month:

SHIP WITH:
(check one)

☐ Partial/Alternate Orchestration
(If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

☒ Full Orchestration

☐ No Orchestration

Royalty A for ___ performance(s) @ \$ 360.00 per performance, a total of \$ 1,080.00

RENTAL: \$625.00 for a standard set of materials or any part thereof \$ 625.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$400 per month X ___ months \$

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. \$ 400.00
Failure to do so may result in a delay in the processing of your license.

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 177.20

SALES TAX (CA, CT, MN, NJ, NY): CT, MN & NY: Apply to all Materials and Shipping fees. CA&NJ residents apply to Materials only. \$ 136.93

TOTAL: \$ 2,419.13

TOTAL AMOUNT ENCLOSED: \$ 2,419.13

OUTSTANDING OBLIGATIONS: \$

SHIPPING

Shipment is made by UPS or FEDEX Ground Service unless otherwise instructed. You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ☒ RUSH ☐ SECOND DAY ☐ STANDARD

Shipping Address: 701 Cemetery St

(NO P.O. BOXES)

City: Jersey Shore State: PA Zip/Postal Code: 17740

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: Exp. Date

Name on Card: Billing Postal Code:

Signature: Amount:

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

☒ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein. A copy of MTI's Performance License can be found online at www.MTIShows.com/PerfLicense.

PRINT YOUR NAME Andrea L. Bowers TITLE Director

AUTHORIZED SIGNATURE [Signature] DATE 11/2/19

DAYTIME TELEPHONE (570) 398-7400 ext. 2303 EMAIL abow@ersejsad.org

KEEP THIS PAGE FOR YOUR RECORDS

STANDARD RENTAL SET

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

YOUR STANDARD RENTAL SET WILL INCLUDE:

- 1 ALTERNATE PROLOGUE
- 15 LIBRETTO/VOCAL BOOK
- 2 PIANO VOCAL SCORE
- 1 STUDY GUIDE



ADDITIONAL MATERIALS

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ALTERNATE PROLOGUE				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	<u>5</u>	x	\$ 6.25	= \$ <u>31.25</u>
PIANO VOCAL SCORE (Replacement Fee \$80.00)		x	\$ 20.00	= \$ <u> </u>
STUDY GUIDE	<u>1</u>	x	\$ 5.95	= \$ <u>5.95</u>
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	<u>1</u>	x	\$ 15.00	= \$ <u>15.00</u>
(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)				
THEATRICAL RESOURCES				
LOGO PACK DIGITAL	<u>1</u>	x	\$ 75.00	= \$ <u>75.00</u>
OPTIONAL SONG: BEAUTIFUL CITY	<u>1</u>	x	\$ 25.00	= \$ <u>25.00</u>
PERFORMANCE ACCOMPANIMENT RECORDING (PERFORMANCE & REHEARSAL) (Call for Pricing and Availability)				
PRODUCTIONPRO		x	\$ 199.00	= \$ <u> </u>
REFERENCE RECORDING		x	\$ 20.00	= \$ <u> </u>
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)		x	\$ 350.00	= \$ <u> </u>
REHEARSCORE APP		x	\$ 350.00	= \$ <u> </u>
STAGE MANAGER SCRIPT (Replacement Fee \$100.00)	<u>1</u>	x	\$ 25.00	= \$ <u>25.00</u>
SUBPLOT CUSTOMIZED SHOW POSTERS (Call for Pricing and Availability)				
TRANSPPOSITIONS-ON-DEMAND (Call for Pricing and Availability)				
VIRTUAL STAGE MANAGER (Call for Pricing and Availability)				
LOGO TEES SIX-PACK ADULT LARGE		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK ADULT MEDIUM		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK ADULT SMALL		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK ADULT X-LARGE		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK ADULT XX-LARGE		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK CHILD LARGE		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK CHILD MEDIUM		x	\$ 80.00	= \$ <u> </u>
LOGO TEES SIX-PACK CHILD SMALL		x	\$ 80.00	= \$ <u> </u>

Add total for all items here.

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page)

\$ 177.20

You MUST return this form along with your contract to receive materials.

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	DRUMS	
1	<u> 1 </u>	GUITAR	

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL ORCHESTRATION

BILLING CREDITS

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

GODSPELL	100%
Conceived and Originally Directed by JOHN-MICHAEL TEBELAK	50%
MUSIC AND NEW LYRICS BY STEPHEN SCHWARTZ	50%
Originally Produced on the New York Stage by	25%
EDGAR LANSBURY / STUART DUNCAN / JOSEPH BERUH	25%

In the event that any program of the PLAY shall list the individual songs thereof, such listing shall indicate that the music for "By My Side" was written by PEGGY GORDON and the lyrics thereof by JAY HAMBURGER

MTI BILLING

In accordance with the **Dramatic Performing Rights License**, all publicity materials (posters, programs, etc.) **MUST** include the following credit:

GODSPELL
Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.MTIShows.com

VIDEOTAPING WARNING

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION I

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

BUSINESS OFFICE
Phone: (212) 541-4684 Fax: (212) 397-4684
Music Theatre International
423 West 55th Street
New York, NY 10019

MTI MUSIC LIBRARY
Phone: 860-379-3320
Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

I. COPYRIGHT PROVISIONS

Any violation of these provisions shall automatically terminate this License.

1. **Rights Granted:** This License—granted to the party to whom the Production Contract is addressed ("Licensee" or "You")—allows the public performance of the Play as represented in the rented printed materials under the following terms and conditions. This License does not include the right to the original choreography, staging, direction, costume designs or scenery designs of the Play unless specified in writing to the contrary.
2. **Changing the Play:** Under federal law, you may not make any changes, including but not limited to the following:
 - a. You may not add new music, dialogue, lyrics or anything to the text included with the rented material.
 - b. You may not delete, in whole or in part, any material in the existing Play.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics or dialogue or change in the period, characters or characterizations in the presently existing Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI so that the written consent of the Authors, if granted, may be obtained by MTI.
 - e. You may not make any copies of the materials provided or physically alter, amend, or change them without MTI's prior written permission. Should permission be granted, any and all materials created or amended remain the property of the Copyright Owners and must be returned to MTI.
 - f. MTI and the Copyright Owners shall not be obliged at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design or otherwise actualize your production unless that person has entered into a bona fide collaboration agreement directly with the Copyright Owners.
 - g. By signing the Performance Contract, you agree to review the terms of this Performance License, in particular Paragraph I.2 (This Paragraph), with the entire creative team of this production, and represent they are aware that no changes may be made to the Play without the written consent of the Authors.
3. **Recording/Reproduction (Audio, Video, Computer Sequencing, etc.)**
 - a. **Recording:** This license does not grant you the right to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing.
 - b. **Broadcast:** Except for the usual right to advertise and publicize the Play by means of print, radio and television (in which no radio or television commercial shall contain excerpts of more than 30 seconds), this license does not allow you to broadcast, televise, and/or electronically post on the Internet any part of the Play, either audio or visual or both, including, without limitation, musical selections.
4. **Program/Poster/Advertising Credits**
 - a. **Author/Creator:** You must give the authors/creators billing credits, as specified in the Production Contract, in a conspicuous manner on the first page of credits in all programs and on houseboards, displays and in all other advertising announcements of any kind.
 - b. **MTI:** You must give appropriate credit to MUSIC THEATRE INTERNATIONAL on all posters, fliers, advertisements and on the title page of your programs in the following manner:
"[Name of Play]" is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI, 423 West 55th Street, New York, NY 10019
Tel.: (212) 541-4684 Fax: (212) 397-4684 www.MTIShows.com
 - c. If your program contains cast and/or creative team bios, MTI encourages you to include bios for the authors as well as the MTI bio. Bios can be found on MTI's website at www.MTIShows.com/programbios or obtained by request from MTI.
 - d. You must include the following warning in your program:
"The videotaping or other video or audio recording of this production is strictly prohibited."
 - e. **Logos:** You may not use the copyrighted logo of the Play, unless MTI grants you a specific license to do so in the Production Contract and you pay MTI the applicable fee.
 - f. **Merchandise:** You may not create merchandise based on the play, whether for sale or distribution, without written permission from MTI acting on behalf of the Copyright Owners or their duly authorized representatives.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION II

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **Changes:** If any of the conditions set forth in the Production Contract have changed in any way (including cancellation or addition of performance(s), ticket price adjustments or change of venue), you must notify MTI's BUSINESS OFFICE (address above) in writing immediately, and MTI must approve all changes before they may take effect. Such changes may alter the fees quoted in the Production Contract. Cancellation fees of at least fifty dollars (\$50.00) may apply.
2. **Expiration Date and Cancellation of License:** MTI must receive a signed copy of the Production Contract, accompanied by payment in full, (or by a purchase order pursuant to Paragraph 5 below) by the expiration date indicated on the first page of the Production Contract or prior to your first performance, whichever occurs sooner, or you will be deemed to be unlicensed. MTI reserves the right, in its sole discretion, to revoke this Performance License by sending written notice to you at any time prior to MTI's receipt of both a signed Production Contract and payment in full. You agree not to advertise, announce, present or sell tickets for any performances until you are licensed as provided above.
3. **Additional Performances:** Should you desire to present performances in addition to those provided for in the Production Contract, you agree to enter into a new agreement with us and to make additional royalty and rental payments for any and all performances in addition to those already licensed by us. You agree not to announce, present or sell tickets for such additional performances without our prior written permission AND payment of the additional royalty and fees due.
4. **Complimentary Tickets:** You agree as a condition of this License to reserve two (2) complimentary tickets (if requested) for the use of MTI and the Copyright Owners for each performance and MTI agrees not to sell such tickets.
5. **Purchase Orders:** For schools and government agencies only, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. You must still send us your check or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contracts to cause materials to be shipped.
6. **Accounting:** You shall forward to us at least two (2) copies of the program for your production not later than three (3) days following the opening performance licensed by us under the terms of this agreement. You shall submit to us, within five (5) days following demand by us, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play. Such books and records shall be open at all reasonable business hours for inspection by MTI or our representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. MTI's rights under this License shall continue for twelve (12) months following the date of the last performance licensed under the terms of this agreement.
7. **Default:** This License is conditioned upon your fulfillment of all obligations set forth herein and in the accompanying Production Contract, including the prompt payment of all rental, royalty, and security fees in U.S. funds when due. Unless all of your obligations have been fulfilled, this License will terminate automatically. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this License, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.
8. **Warranty:** We warrant that, on behalf of the owners of the copyright in the Play, we are authorized to grant this License to you. We make no other warranties.
9. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this License agreement are reserved to us, with the unrestricted right on our part to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
10. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without our written consent. This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
11. **Indemnification of Licensors:** You agree to indemnify MTI and the Copyright Owner(s) and Rightsholder(s) of the Play from any claim arising out of your violation of any of the provisions of this License agreement.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

PERFORMANCE LICENSE

SECTION III

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understood the terms, conditions and provisions set forth below;
- b) you are authorized to enter into the Production Contract on behalf of Licensee; and
- c) you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.

III. MATERIALS RENTAL PROVISIONS

1. **Term:** Unless otherwise indicated in the accompanying Production Contract, the term of rental shall be 2 (two) months.
2. **Delivery:** Provided MTI has received a signed copy of the Production Contract and the full applicable royalty, rental and security fees, the rented materials will be shipped approximately two months prior to the first performance. Please allow approximately ten (10) days for delivery.
3. **Additional Rental Time:** If the rented materials are needed in advance of the 2 month period stated below, the charge is four hundred dollars (\$400.00) each extra month or part thereof, subject to availability.
4. **Suitability:** MTI makes no representation as to the adequacy, suitability and/or condition of the materials indicated above. Any missing or damaged materials **MUST** be reported to MTI's Business Office within forty-eight (48) hours after your receipt of them, or you may be liable for full replacement charges upon their return to MTI.
5. **Shipping Charges:** You shall pay shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. MTI ships by U.S. Mail, Air Freight, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense. A \$10 handling fee is applied to each order.
6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under the terms of this License, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all of the rented material. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee.
7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library (Address listed below)
DO NOT SHIP MATERIALS TO THE BUSINESS OFFICE!

RETURN ALL MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057
Phone: 860-379-3320

Any materials returned to MTI's Business Office will be subject to a transfer charge of up to \$50.00.

8. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed fees as set forth in the accompanying Production Contract.
9. **Cancellation:** The fee for rental of materials is required under any and all conditions, notwithstanding the non-use of said materials. Furthermore, you understand that, even if you do not present the Play, you could be obligated for the fees set forth in this License and the accompanying Production Contract.
10. **Permitted Use:** You understand that the Play materials cannot be used for any purpose other than as stated in this License and that you and/or anyone connected with your organization may not copy, reproduce, sell or otherwise distribute such materials.

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

CONTRACT RIDER

COMPLETE THIS COPY AND RETURN TO MTI

Your MTI Rep: KAITLIN STERN
Your MTI Account Number: 0011033
Contract #: 9619166 Printed on: 11/01/19

CHANGES TO PLAY AND USE OF REPLICA ELEMENTS PROHIBITED

By signing below, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract to which this Rider is attached, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play. Without limiting the foregoing, Licensee acknowledges that it may not:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add new music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, artwork (except for authorized logos for which Licensee has obtained a license from MTI, where available) or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

Licensee's license to perform the Play will be invalid unless this Rider is signed and returned with the signed Production Contract.

By signing this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

- a) has read and understands the terms of the Rider;
- b) is authorized to sign the Rider on behalf of Licensee;
- c) has reviewed, or will review, the Copyright Provisions of Section 1.1 and 1.2 of the Performance License and this Rider with the director and entire creative team of Licensee's production;
- d) represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play; and
- e) agrees to the terms, conditions and provisions contained herein on behalf of the Licensee.

ACCEPTANCE

PRINT YOUR NAME Andrea L. Bowers TITLE Director
AUTHORIZED SIGNATURE Andrea L. Bowers DATE 11/2/19
DAYTIME TELEPHONE (570) 398-7400 ext 2303 EMAIL abowers@jcsd.org

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

****Please give this form to your BUSINESS OFFICE or PURCHASING DEPARTMENT****
Your organization may require MTI's W-9 before it can pay amounts due under your license.
Questions? Email: ap@mtishows.com.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MTI Enterprises Inc.		
2 Business name/disregarded entity name, if different from above d/b/a Music Theatre International		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ▶ _____ <small>Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 35%;"> <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Payee is accounts maintained outside the U.S.</small>		
5 Address (number, street, and apt. or suite no.) See instructions. 423 West 35th Street, 2nd Floor 6 City, state, and ZIP code New York, NY 10019		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
 Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	Employer identification number
<div style="display: flex; justify-content: space-around;"> 13-2976468 </div>	<div style="display: flex; justify-content: space-around;"> 13-2976468 </div>

Part II Certification
 Under penalties of perjury, I certify that:
 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 3. I am a U.S. citizen or other U.S. person (defined below); and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
 Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>2/25/2019</i>
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
 • Form 1099-INT (interest earned or paid)
 • Form 1099-DIV (dividends, including those from stocks or mutual funds)
 • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 • Form 1099-S (proceeds from real estate transactions)
 • Form 1099-K (merchant card and third party network transactions)
 • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 • Form 1099-C (canceled debt)
 • Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

This document is intentionally included for organizations that
 require MTI's W-9. Please give this form to your
BUSINESS OFFICE or PURCHASING DEPARTMENT