

Jersey Shore Area School District
Board of Education – Regular Meeting
(held virtually using video conference calling)
Minutes of May 11, 2020

A. Opening

1. **Call to Order:** Mr. Craig Allen, President, called the meeting to order at 7:00 p.m.

2. Roll Call:

Members Present: Mr. Craig Allen, Mr. David Becker, Mr. Harry Brungard, Ms. Patrice Doebler, Mrs. Angela Grant, Mr. Wayne Kinley, Mrs. Nancy Petrosky, Mrs. Michelle Stemler and Mrs. Mary Thomas.

Others Present: Christopher Kenyon, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary, and Dr. Kenneth Dady, Jr., Assistant Superintendent

Members Absent: Dr. Jill Wenrich, Superintendent

3. Pledge of Allegiance

B. Presentations

1. Communications:

a. A letter from Lycoming County Commissioners thanking the district for the use of the High School parking lot for community recycling during the COVID 19 pandemic.

2. President's Report:

a. Executive sessions of the Board were held on May 6, 2020 and May 11, 2020 for personnel and legal purposes.

b. Mr. Allen attended the PSBA liaison zoom meeting, the following items were discussed:

1. Property tax freeze for 2020-2021 also a freeze for the 2021-2022 school year.

2. Districts were cautioned not to use cost savings seen thus far with the COVID 19 pandemic toward next year's budget, as some hidden costs may have not been realized yet.

3. The State budgeting is still in flux.

4. PSBA's Cyber initiative is focusing on three tiers of cyber funding.

5. Several schools currently in the red portion of the state recently announced they would hold Virtual only graduations. Passing along to other districts that they had negative feedback that no parents or students were included in that discussion.

c. JSASD is eligible to have two representatives attend the PSBA 2020 Delegate Assembly to be held in November, Mr. Allen will be attending and is looking for another Board Member who would like to attend as well.

3. Intermediate Unit Report:

a. Next meeting will be May 20, 2020.

4. Superintendent's Report:

a. Graduation Plans are being finalized, by Mr. Keen and Dr. Segraves, and will be distributed to students and parents Friday, May 15, 2020.

b. Contract with UPMC Pediatric Rehabilitation for Therapy Services overview - Ken Dady

(Attachment)

c. Girls on the Run and Heart and Sole - Ken Dady

- d. Student belongings pick-up schedule - Ken Dady
- e. Budget Update - Ben Enders

(Attachments)

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

Pam Garrett-Watson Twp. – thanked everyone working on graduation for the students.

Motion: A motion was made by Mary Thomas and seconded by Harry Brungard to add the following Personnel addendum item to the agenda:

- f. appointment of Dr. Brian Ulmer as interim Superintendent, effective June 1, 2020 at a salary, prorated to his fulltime position, of \$10,583.33 for the month of June.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doeblner	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

D. Personnel

1. Personnel Items:

Motion: A motion was made by Mary Thomas and seconded by David Becker to approve Personnel items a. – f. as listed on the Agenda and Addendum:

- a. appointment of Heather Lape to a 10-month secretarial position at Jersey Shore Area Elementary, at the 2020-2021 10-month secretary salary rate (to be approved at a later date), effective the 2020-2021 school year.
- b. an MOU between Jersey Shore Area School District and Jersey Shore Area Education Association regarding a one time reversal of sick days for employee #2019-20-29.
- c. accepting a letter of resignation from Kristy Swanger, Special Education Teacher at the Middle School, effective June 3, 2020.
- d. appointment of Joseph Lusk to a Network Computer Technician position at an annual salary of \$45,000.00, effective July 1, 2020.
- e. appointment of Levi Cramer as Network/Computer Technician Specialist, at an annual salary as listed in the Act 93 agreement, (\$53,340.28, prorated for the 2019-2020 school year), effective date upon receipt of TB test results.
- f. appointment of Dr. Brian Ulmer as interim Superintendent, effective June 1, 2020 at a salary, prorated to his fulltime position, of \$10,583.33 for the month of June.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, 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 following Finance items as listed on the agenda, with changing the word approved to recommended in items c. and d.:

- a. an agreement between Weather proofing Technologies and JSASD for the Middle School roof repair, as recommended by the Capital Projects committee (funds will come from the Capital Projects account) at a cost of \$243,239.86. (Attachment)
- b. authorizing the distribution of District paychecks to employees on the following pay dates during the 2020-2021 fiscal year, unless directed otherwise by the Superintendent. Said paycheck distribution is to be done in accordance with the paycheck distribution procedures adopted by the Board on May 23, 2016, as amended. (Attachment)
- c. rejecting the bid results of the CTE Glass Wall project received at noon on May 1, 2020, as recommended by the Capital Projects Committee.
- d. authorizing the Business Manager to re-advertise a request for bids on the CTE Glass Wall project, as recommended by the Capital Projects Committee.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	Yes	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 9-yes and 0-no, motion carried.

H. Miscellaneous:

1. Miscellaneous Items:

Motion: A motion was made by Mary Thomas and seconded by Harry Brungard to approve the following Miscellaneous items as listed on the agenda:

a. a five year Affiliation Agreement between Lock Haven University and Jersey Shore Area School District. (Attachment)

b. the suspension of all graduation requirements for the 2019/2020 school year contained in Board Policies 212 and 217, Administrative Regulations 212-AR-0 and 215-AR-0, and any other board policy or administrative regulation consistent with the directives contained in Act 13 of 2020 and as have been or may be promulgated by PDE.

c. the suspension of Board Policy 215 and any other board policy or administrative regulation regarding student promotion/retention for the 2019/2020 school year consistent with the directives contained in Act 13 of 2020 and as have been or may be promulgated by PDE.

d. McCormick Law Firm as the Jersey Shore Area School District Solicitor for the 2020-21 school year at a cost of \$145 per hour for professional services, \$75 per hour for paralegal services, \$350 per scheduled board meeting plus mileage costs at the IRS rate and reimbursement for all out of pocket costs incurred on behalf of Jersey Shore Area School District.

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doebler	No	Angela Grant	Yes
Wayne Kinley	Yes	Nancy Petrosky	Yes
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

The vote was 8-yes and 1-no, motion carried.

I. Old Business: None

K. Executive Session: An executive session was held for personnel and legal issues starting at 7:51 p.m. after which no business was conducted.

Meeting resumed at 9:59 p.m.

L. Adjournment

The May 11, 2020 Regular Board Meeting was adjourned at 10:00 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary

CONTRACT FOR PEDIATRIC THERAPY SERVICES

This contract is made and entered into this 1st day of July, 2020 between UPMCW Williamsport d/b/a UPMC Pediatric Rehabilitation ("UPMCW") located at 700 High Street, Williamsport, PA 17701 and the Jersey Shore Area School District, whose administrative offices are located at 175 A & P Dr. Jersey Shore, PA 17740 ("District").

WHEREAS, UPMCW is a Pennsylvania nonprofit membership corporation whose sole member is UPMC (hereinafter referred to as "UPMC"), and is a tax-exempt charitable health care organization described in Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, UPMCW employs pediatric rehabilitation medicine therapists (Therapists) licensed to practice in the Commonwealth of Pennsylvania, specializing in Occupational Therapy, Physical Therapy and Speech Therapy; and

WHEREAS, UPMCW agrees to provide Therapists to the District at locations as the parties may agree upon; and District desires to obtain the services of Therapists for District students.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

1. Obligations of UPMCW. UPMCW hereby agrees to provide Therapists to provide physical therapy ("PT") services ("Services") for District's school age students as follows:
 - 1.1 To provide direct PT Services based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
 - 1.2 To provide consultative PT Services based on the individual student's evaluation results and the planned intervention goals on the IEP. Evaluations will be completed in a ninety (90) minute session or less.
 - 1.3 To complete observations, screenings and evaluations of referred students and written reports as required by established procedures. The evaluations and corresponding documentation will concentrate on access to and participation in school-based settings.
 - 1.4 To aide in the development of IEPs for students for the 2020- 2021 school year based on students' identified needs.
 - 1.5 To attend all parent conferences, team meetings, IEP conferences, and other student related meetings as needed to review evaluation results, therapy services, and assist in the development of the IEPs.

- 1.6 To sign in/out at each site upon arrival and departure based on District protocol and procedure.
- 1.7 To maintain documentation of services provided and outcomes using the DARTS data management system. The District will help define parameters for the access to the system.
- 1.8 To complete all required billing for eligible students per District guidelines.
- 1.9 To provide documentation of professional licensure and liability insurance.

2. Obligations of District.

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

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

- 3. Term and Termination. The Services described in the contract will be provided on the following date(s): July 1, 2020 through June 30, 2021. This Agreement may be terminated without cause upon thirty (30) days written notice to the other party, except no such termination shall be effective until the date of the end of the District's current school year.
- 4. Compensation and Method of Payment. UPMCW will submit an invoice for Services within 10 days of the close of the month in which Services were provided. Payment shall be made by District within thirty (30) calendar days of the receipt of the invoice.
- 5. Indemnity and Insurance Requirements. UPMCW shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all third-party claims, losses, costs, damages, expenses, reasonable attorneys' fees and liability that any of them may sustain:
 - a. arising out of Therapists' failure to comply with any applicable local state or federal law in the performance of Services under this Agreement; and
 - b. arising directly or indirectly out of Therapists' performance or lack of performance of this contract.

UPMCW certifies that it currently has, and agrees to maintain during the term of this Agreement, for itself and the Therapists, professional and general liability insurance in such amounts as may be required by law or in accordance with professional standards in the Commonwealth of Pennsylvania.

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

6. Contract Transfer. Neither party shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the other party.
7. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the District and UPMCW. However, minor modifications may be made to take advantage of unforeseen opportunities that: (a) do not change the intent of the contract or the scope of UPMCW's performance; and (b) do not increase UPMCW's total compensation or method of payment. All such minor modifications to the contract must be recorded in writing and signed by both the District Special Education Coordinator and UPMCW, and placed on file with this contract. No price adjustments will be made unless the procedure has been included in the contract and a maximum allowable amount stipulated.
8. Monitoring and Evaluation. UPMCW shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing, or investigating the Services performed or activities related to this Agreement. UPMCW shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
9. Governing Law and Interpretation. This Agreement shall be made, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be interpreted and applied in a manner consistent with UPMCW's status as an organization described in Section 501(c)(3) of the Internal Revenue Code. The venue for any legal proceeding brought pursuant to this Agreement shall be in Lycoming County Pennsylvania.
10. Confidentiality of Student Information. If, during the course of the UPMCW's performance of this contract, UPMCW should obtain any information pertaining to the students' official records, UPMCW agrees that this contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.
11. Conflict. To the extent that the terms of this Agreement conflict with any plan, policy or procedure of UPMCS or SHMG, the terms of this Agreement shall control.

12. Entire Agreement. This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract.

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

UPMC Williamsport:

By: _____ Date _____
Donald Owrey, President

Attest: _____

Jersey Shore Area School District:

By: _____ Date _____
Signature

Attest: _____

GENERAL FUND BUDGET SUMMARY
2020-2021 BUDGET
AS OF MAY 11, 2020

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	-
Committed Fund Balance for Health Insurance Increase used in 19-20	-
Projected Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/20	<u>\$ 6,538,390</u>
2020-21 Budgeted Revenue:	\$ 42,451,153
2020-21 Budgeted Expenditures:	<u>43,568,313</u>
Surplus/(Deficit)	<u>(1,117,160)</u>
Total Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/21	<u>\$ 5,421,230</u>
Estimated Committed Fund Balance for PSERS Increase as of 7/1/20	\$ 2,780,000
Committed Fund Balance for PSERS Increase used in 20-21	<u>(917,160)</u>
Estimated Committed Fund Balance for PSERS Increase as of 7/1/21	\$ 1,862,840
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>\$ 5,421,230</u>
Estimated Unassigned Fund Balance 7/1/21 As a Percent of 2020-21 Budgeted Expenditures	<u>6.68%</u>
Estimated Unassigned & PSERS/Health Insurance Committed Fund Balance 7/1/21 As a Percent of 2020-21 Budgeted I	<u>12.44%</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	<u>\$ 6,121,759</u>

Jersey Shore Area School District
Long Term Financial Outlook
As of 5.11.20

	2020-2021	2021-2022	2022-2023	2023-2024
	Budget	Projection	Projection	Projection
Salaries	\$ 16,620,548	\$ 18,052,904	\$ 18,623,962	\$ 19,226,006
FICA	1,271,472	1,381,047	1,424,733	1,470,789
Retirement	5,715,161	6,288,220	6,611,745	6,921,563
Workers Compensation Insurance	49,857	52,350	54,967	57,716
Health Insurance (both Employees & Retirees)	5,206,262	5,378,159	5,597,191	5,855,259
Dental Insurance	222,118	233,224	244,885	257,129
Vision Insurance	7,670	7,670	7,670	7,670
Life and AD&D Insurance	13,912	13,948	13,984	14,020
Tuition Reimbursement	130,000	130,000	130,000	130,000
Other (LTD, Unemployment Compensation, Retirement Incentive, & Compensated Absences)	31,455	31,584	31,716	31,850
Total Employee Benefits	12,647,907	13,516,202	14,116,890	14,745,997
Professional Services	1,977,678	1,977,678	1,977,678	1,977,678
Property Services	1,000,081	1,000,081	1,000,081	1,000,081
Other Services	4,658,742	4,658,742	4,658,742	4,658,742
Supplies	971,879	971,879	971,879	971,879
Equipment	423,040	423,040	423,040	423,040
Other Expenses	2,692,438	1,453,296	1,453,296	1,453,296
Other Uses	2,576,000	2,576,000	2,576,000	2,576,000
Total Expenditures	\$ 43,568,313	\$ 44,629,822	\$ 45,801,569	\$ 47,032,720
Local Revenue	\$ 18,291,237	\$ 18,291,237	\$ 18,291,237	\$ 18,291,237
State Revenue	23,537,316	23,781,476	24,007,679	24,227,089
Federal Revenue	617,600	617,600	617,600	617,600
Other Revenue	5,000	5,000	5,000	5,000
Total Revenue	\$ 42,451,153	\$ 42,695,313	\$ 42,921,516	\$ 43,140,926
Surplus/(Deficit)	(1,117,160)	(1,934,509)	(2,880,053)	(3,891,793)
Fund Balance @ Beginning of Fiscal Year	\$ 6,560,890	\$ 5,421,230	\$ 3,486,721	\$ 606,668
Fund Balance Used in Fiscal Year 2019-2020	(22,500)			
Projected Fund Balance @ 6.30.20	<u>\$ 6,538,390</u>			
Fund Balance <u>WITHOUT</u> Tax Increase @ End of Fiscal Year	\$ 5,421,230	\$ 3,486,721	\$ 606,668	\$ (3,285,125)
Fund Balance as a % of Budget/Projected Exp.	12%	8%	1%	-7%
R/E Tax Increase to Index in 20/21	482,397	482,397	482,397	482,397
R/E Tax Projected Increase to Index in 21/22 *		450,000	450,000	450,000
R/E Tax Projected Increase to Index in 22/23 *			450,000	450,000
R/E Tax Projected Increase to Index in 23/24 *				450,000
Fund Balance <u>WITH</u> Projected Tax Increases @ End of Fiscal Ye	\$ 5,903,627	\$ 4,419,118	\$ 1,989,065	\$ (1,452,728)
	14%	10%	4%	-3%

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

Assumptions:

- Tax Increase to the Rebalance Rate 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 5.0% per year

**Jersey Shore Area School District
20/21 Budget Update
May 11, 2020**

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Salary & Benefit Changes			
Retirement of Groundskeeper approved 4.13.20	63,565.77	-	\$ (63,565.77)
Replacement of Groundskeeper - budgeted at C4 w/ Family QDHP Insurance	-	67,032.93	67,032.93
Retirement of Elementary Teacher approved 4.13.20	147,025.93	-	(147,025.93)
Replacement of Elementary Teacher - budgeted at B1 w/ Family PPO C Insurance	-	91,179.34	91,179.34
New Superintendent Contract - budgeted w/ Family QDHP Insurance - approved 4.29.20	210,534.43	206,915.64	(3,618.79)
Avis Building Budget Changes			
Decrease in Instrument Repairs & Maintenance - 1110-430	350.00	100.00	(250.00)
Removal of FOSS curriculum purchase (will research grants to fund this) - 1110-610	5,178.00	575.00	(4,603.00)
Increase in Instructional Staff Development - 2270-580	500.00	750.00	250.00
Salladasburg Building Budget Changes			
Decrease in Instrument Repairs & Maintenance - 1110-430	650.00	400.00	(250.00)
Removal of FOSS curriculum purchase (will research grants to fund this) - 1110-610	5,280.00	575.00	(4,705.00)
Increase in Instructional Staff Development - 2270-580	500.00	750.00	250.00
Jersey Shore Elementary Building Budget Changes			
Removal of FOSS curriculum purchase (will research grants to fund this) - 1110-610	4,607.00	750.00	(3,857.00)
Reduction of Instructional Staff Development - 2270-580	4,000.00	2,000.00	(2,000.00)
Middle School Building Budget Changes			
Removal of STEM Lab Supplies (will research grants to fund this) - 1110-640	24,466.00	22,466.00	(2,000.00)

**Jersey Shore Area School District
20/21 Budget Update
May 11, 2020**

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Reduction of Principals General Supplies - 2380-610	1,550.00	1,050.00	(500.00)
Reduction of Instructional Staff Development - 2270	5,150.00	3,650.00	(1,500.00)
Reduction in School Wide Positive Behavior Support Supplies - 2120-610	2,500.00	1,500.00	(1,000.00)
Reduction in Contracted Carriers for Band & Chorus - 3210-513	1,700.00	1,200.00	(500.00)
Reduction in Travel for Band & Chorus - 3210-513	900.00	400.00	(500.00)
High School Building Budget Changes			
Removal of Office Chairs - 2380-610	1,050.00	550.00	(500.00)
Removal of Classroom/Computer Lab Chairs - 1110-610	60,515.00	56,515.00	(4,000.00)
Reduction of Guidance Office Supplies - 2120-610	6,730.00	6,230.00	(500.00)
Removal of Marching Band Uniforms - 3210-750	25,240.00	3,990.00	(21,250.00)
Reduction of FBLA states travel - 1110-580	30,000.00	25,000.00	(5,000.00)
Career & Technology Education Budget Changes			
Reduction of Computer & Information Technology Supplies - 1370-610	11,493.00	8,000.00	(3,493.00)
Buildings & Grounds Budget Changes			
Increase in Districtwide HVAC maintenance contract - 2620-430	70,647.00	72,766.00	2,119.00
Decrease in Admin Building Electricity - 2620-422	25,200.00	22,000.00	(3,200.00)
Decrease in Maintenance Garage Electricity - 2620-422	3,090.00	3,000.00	(90.00)
Decrease in Avis Elementary School Electricity - 2620-422	31,200.00	30,000.00	(1,200.00)
Decrease in Jersey Shore Elementary School Electricity - 2620-422	65,000.00	58,000.00	(7,000.00)

**Jersey Shore Area School District
20/21 Budget Update
May 11, 2020**

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Decrease in Salladasburg Elementary School Electricity - 2620-422	29,120.00	27,000.00	(2,120.00)
Decrease in Avis Elementary School Water & Sewer - 2620-424	7,548.00	7,000.00	(548.00)
Decrease in Salladasburg Elementary School Water & Sewer - 2620-424	3,060.00	3,000.00	(60.00)
Decrease in High School Water & Sewer - 2620-424	17,850.00	17,500.00	(350.00)
Decrease in Middle School Water & Sewer - 2620-424	10,200.00	10,000.00	(200.00)
Decrease in Administration Building Natural Gas - 2620-621	11,440.00	10,500.00	(940.00)
Decrease in Maintenance Garage Natural Gas - 2620-621	3,090.00	2,500.00	(590.00)
Decrease in Avis Elementary School Natural Gas - 2620-621	13,520.00	13,000.00	(520.00)
Decrease in Jersey Shore Elementary School Natural Gas - 2620-621	20,800.00	20,000.00	(800.00)
Decrease in Salladasburg Elementary School Natural Gas - 2620-621	17,680.00	17,000.00	(680.00)
Decrease in High School Natural Gas - 2620-621	52,000.00	50,000.00	(2,000.00)
Decrease in Middle School Natural Gas - 2620-621	39,520.00	38,000.00	(1,520.00)
Decrease in Admin Building Electric Heating - 2620-622	5,720.00	5,000.00	(720.00)
Decrease in Avis Elementary School Telephone - 2620-531	9,360.00	9,000.00	(360.00)
Decrease in Jersey Shore Elementary School Telephone - 2620-531	14,300.00	13,750.00	(550.00)
Decrease in High School Telephone - 2620-531	18,304.00	17,600.00	(704.00)
Decrease in Middle School Telephone - 2620-531	15,080.00	14,750.00	(330.00)
Decrease in Districtwide Disposal - 2620-411	3,150.00	-	(3,150.00)
Increase in Salladasburg Elementary School Repairs & Maintenance for Roof Warranty Extension - 2620-430	23,880.00	29,880.00	6,000.00

**Jersey Shore Area School District
20/21 Budget Update
May 11, 2020**

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Decrease in Admin Building Repairs & Maintenance from updated Fire Inspection - 2620-430	7,781.00	7,760.00	(21.00)
Decrease in Avis Elementary School Repairs & Maintenance from updated Fire Inspection - 2620-430	40,560.00	40,535.00	(25.00)
Decrease in High School Repairs & Maintenance from updated Fire Inspection - 2620-430	121,300.00	120,000.00	(1,300.00)
Increase in Jersey Shore Elementary School Repairs & Maintenance from updated Fire Inspection - 2620-430	19,055.00	20,627.00	1,572.00
Decrease in Middle School Repairs & Maintenance from updated Fire Inspection - 2620-430	58,629.00	58,180.00	(449.00)
Decrease in Salladasburg Elementary School Repairs & Maintenance from updated Fire Inspection - 2620-430	29,880.00	29,860.00	(20.00)
Total Expenditure Changes			\$ (131,662.22)
Budgeted Expenditures as Presented on April 27, 2020			<u>43,699,975.24</u>
Budgeted Expenditures as Presented on May 11, 2020			<u>\$ 43,568,313.02</u>
Local Revenue Changes			
Decrease in Real Estate Tax Revenue due to updated Assessment Values	12,820,192.00	12,813,316.00	\$ (6,876.00)
State Revenue Changes			
Retirement Reimbursement on retirement of Groundskeeper	6,917.45	-	(6,917.45)
Social Security Reimbursement on retirement of Groundskeeper	1,533.43	-	(1,533.43)
Retirement Reimbursement on replacement of Groundskeeper	-	6,716.55	6,716.55
Social Security Reimbursement on replacement of Groundskeeper	-	1,488.89	1,488.89
Retirement Reimbursement on retirement of Elementary Teacher	14,963.02	-	(14,963.02)
Social Security Reimbursement on retirement of Elementary Teacher	3,316.93	-	(3,316.93)
Retirement Reimbursement on replacement of Elementary Teacher	-	10,277.40	10,277.40

**Jersey Shore Area School District
20/21 Budget Update
May 11, 2020**

	<u>Original Budget</u>	<u>New Budget</u>	<u>Increase/(Decrease)</u>
Social Security Reimbursement on replacement of Elementary Teacher	-	2,278.24	2,278.24
Reduction of Transportation Subsidy due to reduction of 19/20 Transportation Contracts - approved 4.27.20	1,267,778.00	1,210,846.00	(56,932.00)
Reduction of Basic Ed Subsidy to Projected 19/20 Amounts as discussed on 4.27.20	13,508,597.00	13,269,525.00	(239,072.00)
Reduction of Vocational Instructional Subsidy to Projected 19/20 Amounts as discussed on 4.27.20	119,669.00	119,500.00	(169.00)
Reduction of Special Ed Subsidy to Projected 19/20 Amounts as discussed on 4.27.20	1,878,809.00	1,851,023.00	(27,786.00)
Retirement Reimbursement on Superintendent Contract	24,156.31	27,878.80	3,722.49
Social Security Reimbursement on Superintendent Contract	5,354.85	6,180.03	825.18
Decrease in Homestead/Farmstead Property Tax Reduction	1,146,711.00	1,143,755.00	<u>(2,956.00)</u>
Total Revenue Changes			\$ (335,213.08)
Budgeted Revenues as Presented on April 27, 2020			<u>42,786,366.40</u>
Budgeted Revenues as Presented on May 11, 2020			\$ <u>42,451,153.32</u>
Deficit as Presented on April 27, 2020			\$ (913,608.84)
Net Changes			<u>203,550.86</u>
Deficit as Presented on May 11, 2020			\$ <u>(1,117,159.70)</u>

**Jersey Shore Area School District
Real Estate Tax Options
2020-2021**

	20/21 Net Tax Revenue Generated by Mills	20/21 Real Estate Tax Budget Amt. on 5.11.20	Increase/(Decrease) in 20/21 Budget	20/21 Clinton County		19/20 Clinton County		Increase/(Decrease) in Clinton County		Tax Inc/(Dec) for a Home Assessed at \$100,000			
				Millage Rate	20/21 Clinton County Millage Rate	Millage Rate	19/20 Clinton County Millage Rate	Millage Rate	Increase/(Decrease) in Clinton County	20/21 Lycoming County Millage Rate	19/20 Lycoming County Millage Rate	Millage Rate	Increase/(Decrease) in Lycoming County
No Increase to Clinton County	\$ 12,771,663.00	\$ 12,813,316.00	(41,653.00)	13.4605	13.4605	-	13.4605	0.0239	13.4605	18.2591	18.2915	(0.0324)	(3.24)
No Increase to Lycoming County	12,796,245.00	12,813,316.00	(17,071.00)	13.4844	13.4605	0.0239	13.4605	0.0405	13.4605	18.2915	18.2915	-	-
Clinton County at Rebalance Millage Rate	12,813,316.00	12,813,316.00	-	13.5010	13.4605	0.0405	13.4605	0.2656	13.4605	18.314	18.2915	0.0225	2.25
Increase to 50% of Index (1.8%)	13,044,985.00	12,813,316.00	231,669.00	13.7261	13.4605	0.2656	13.4605	0.3871	13.4605	18.6194	18.2915	0.3279	32.79
Increase to 75% of Index (2.7%)	13,169,942.00	12,813,316.00	356,626.00	13.8476	13.4605	0.3871	13.4605	0.5093	13.4605	18.7841	18.2915	0.4926	49.26
Increase to the Index	13,295,713.00	12,813,316.00	482,397.00	13.9698	13.4605	0.5093	13.4605	0.6584	13.4605	18.9499	18.2915	0.6584	65.84

Note: The rebalanced millage rates as calculated by the Commonwealth for 20/21 are as follows: Clinton County = 13.5010 and Lycoming County = 18.2915. The district is required to have the millage rates rebalanced by the Commonwealth every year. All information is based on assessment values obtained from Clinton County in April 2020 & Lycoming County in April 2020.

**Jersey Shore Area School District
Real Estate Tax Options
2020-2021**

	Deficit as of	Projected Fund	Projected Fund	Projected Fund	19/20 Budget	6.30.21 Fund
	5.11.20	Deficit with Tax Inc.	Balance @ 6.30.20	Balance @ 6.30.21	Expenditures @ 5.11.20	Balance as % of 20/21 Expenditures
No Increase to Clinton County	(1,295,717.70)	(1,337,370.70)	6,538,390.00	5,201,019.30	43,562,556.00	11.94%
No Increase to Lycoming County	(1,295,717.70)	(1,312,788.70)	6,538,390.00	5,225,601.30	43,562,556.00	12.00%
Clinton County at Rebalance Millage Rate	(1,295,717.70)	(1,295,717.70)	6,538,390.00	5,242,672.30	43,562,556.00	12.03%
Increase to 50% of Index (1.8%)	(1,295,717.70)	(1,064,048.70)	6,538,390.00	5,474,341.30	43,562,556.00	12.57%
Increase to 75% of Index (2.7%)	(1,295,717.70)	(939,091.70)	6,538,390.00	5,599,298.30	43,562,556.00	12.85%
Increase to the Index	(1,295,717.70)	(813,320.70)	6,538,390.00	5,725,069.30	43,562,556.00	13.14%



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5th day of May in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Weatherproofing Technologies, Inc.
3735 Green Rd.
Beachwood, OH 44122

for the following Project:
(Name, location and detailed description)

Jersey Shore Area Middle School 2020 Roof Restoration & Replacement
601 Thompson Street
Jersey Shore, PA 17740

The
(Paragraphs deleted)

Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	CONTRACT DOCUMENTS
8	OWNER
9	CONTRACTOR
10	ADMINISTRATION OF THE CONTRACT
11	SUBCONTRACTS
12	CHANGES IN THE WORK
13	PAYMENTS AND COMPLETION
14	PROTECTION OF PERSONS AND PROPERTY
15	INSURANCE
16	CORRECTION OF WORK
17	TERMINATION OF THE CONTRACT
18	OTHER CONDITIONS OR PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall

(Paragraphs deleted)

be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraph deleted)

Init.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Twenty (20) working days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Forty Three Thousand Two Hundred Thirty Nine Dollars and Eighty Six Cents (\$ 243,239.86), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraph deleted)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Owner not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than () days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

(Paragraphs deleted)

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Init.

(Paragraphs deleted)

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Owner.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's final Certificate for Payment, or as follows:

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Owner.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate

Paragraphs deleted)

box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

(Paragraphs deleted)

ARTICLE 7 CONTRACT DOCUMENTS

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User Notes:

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- 7.1 The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to the execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper completion of the Work by the Contractor. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents.
- 7.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner and a Subcontractor or Sub-subcontractor or (2) between any persons or entities other than the Owner and Contractor.
- 7.3 The term "Work" means installation of the roofing system and related services required by the Contract Documents, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

(Paragraph deleted)

ARTICLE 8 OWNER

- 8.1 The Owner shall furnish all reasonable access to the Project site, structural, engineering review as necessary, and safe working conditions while on the Project site.
- 8.2 Except for permits and fees, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessment, charges, building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, use or occupancy of structures or permanent changes in existing facilities.
- 8.3 If the Contractor persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order, shall order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Owner shall notify the Contractor on each occurrence of non-conforming Work and retains the right to stop the Work.

(Paragraph deleted)

ARTICLE 9 CONTRACTOR

- 9.1 The Contractor shall supervise and direct the Work. The Contractor shall have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters or unless otherwise agreed with Owner.
- 9.2 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery necessary for the execution and completion of the Work.
- 9.3 The Contractor warrants to the Owner through the completion of the Work that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, and that, except as otherwise provided herein, the Work will conform with the

requirements of the Contract Documents in all material respects. Prior to acceptance, the Owner shall notify the Contractor in writing of Work not conforming to the Contract Documents including substitutions not properly approved and authorized. The Contractor shall not be responsible in any manner for, and the Owner will defend, indemnify and hold the Contractor harmless from, damage or defect caused by abuse, third parties, modifications not executed by the Contractor, insurable loss or casualty, improper or insufficient maintenance, improper operation, distortion, settlement or deterioration of the deck, walls, structure or other building components, or normal wear and tear.

- 9.4 Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer, use, and other similar taxes on materials and equipment used by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- 9.5 If structure work is required, the Owner shall submit Shop Drawings, Product Data, Samples and similar submittals with reasonable promptness. The Work shall be in accordance with approved submittals. When professional certification of performance criteria of materials, systems or equipment is required, the Owner shall request and pay for such certification.
- 9.6 The Contractor shall periodically remove waste materials or rubbish caused by the Contractor's Work under the Contract. At completion of the Work, the Contractor shall remove from and about the Project the Contractor's tools, construction equipment, machinery, surplus materials and Work-related rubbish.
- 9.7 The Contractor shall provide the Owner access to the Work in preparation and progress wherever located.
- 9.8 With respect to the Contractor's materials used in the Work, the Contractor shall pay all royalties and license fees, and shall defend suits or claims for infringement of patent rights, and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents unless the Contractor has reason to believe that there is an infringement of patent.
- 9.9 The Contractor shall indemnify and hold harmless the Owner from and against direct, compensatory damages, losses and expenses to the extent caused by the Contractor's performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, or death, or to injury to or destruction of tangible personal property, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor or its authorized Subcontractor. It is agreed that this indemnity and hold harmless and the conditions thereon are appropriate and reasonable as between the parties. Except as specifically described in this Paragraph 9.9, the Contractor shall not be responsible for any special, indirect or consequential damages.
- 9.10 The obligations of the Contractor under Paragraph 9.9 shall not extend to the liability of the Owner, the Owner's consultants, agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (a) the giving of or the failure to give directions or instructions by the Owner, the consultants, agents or employees of any of them.

(Paragraph deleted)

ARTICLE 10 ADMINISTRATION OF THE CONTRACT

- 10.1 All claims or disputes between the Contractor and the Owner arising out of or relating to the Contract, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association in Cleveland, Ohio, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final unless legal action is brought in the Pennsylvania Courts of Common Pleas within thirty (30) days after receipt of the written determination of the arbitrators. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. The agreement herein among the parties to the Agreement and any other written agreement to arbitrate referred to herein shall be specifically enforceable under applicable law in the courts of Lycoming County, Pennsylvania.

(Paragraphs deleted)

ARTICLE 11 SUBCONTRACTS

- 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.
- 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor shall, upon request furnish in writing to the Owner the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection. Contracts between the Contractor and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner.

ARTICLE 12 CHANGES IN THE WORK

- 12.1 Upon agreement, the parties may, without invalidating the Contract, order changes in the Work consisting of additions, deletions or modifications, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor. The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.
- 12.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, casualties or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order for such time as is reasonable.

ARTICLE 13 PAYMENTS AND COMPLETION

- 13.1 Payments shall be made as provided in Articles 4 and 5 of this Agreement.
- 13.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond to indemnify the Owner against such lien.
- 13.3 The making of final payment shall constitute acceptance and waiver of claims by the Owner except those arising from terms of special warranties required by the Contract Documents.

ARTICLE 14 PROTECTION OF PERSONS AND PROPERTY

- 14.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees on the Work and other persons who may be affected thereby, and the Work and materials and equipment to be incorporated therein, with respect to the Work.
- 14.2 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss upon the terms described by Paragraph 9.9, except for damage or loss attributable to acts or omissions of the Owner or Owner or by anyone for whose acts either of them may be liable or any third party.
- 14.3 The Contractor shall not be required to perform, shall not be responsible for, and shall be indemnified and held harmless from, any act, omission or claim relating to asbestos, polychlorinated biphenyl (PCB), roof deck, walls or other structural related matters or for matters not expressly assumed by the Contractor herein.

ARTICLE 15 INSURANCE

- 15.1 The Contractor shall purchase and maintain insurance protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract with respect to the Work, subject to the terms and limitations described in Paragraph 9.9. This insurance shall be written for not less than limits of liability specified in the Contract Documents, and shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 9.9. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work.
- 15.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining, or for events arising under, this optional Owner's liability insurance or the Owner's usual liability insurance.
- 15.3 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be in a primary all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall

insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, sprinkler leakage and other hazards.

- 15.4 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor.
- 15.5 The Owner waives all rights against the Contractor and any and all of its subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils insurable under the property insurance to be obtained pursuant to this Article 15 or any other property insurance applicable to the Work. If necessary, the Owner shall obtain the proper endorsement to reflect the foregoing waiver of subrogation. The Contractor, in turn, hereby waives any and all claims for loss, damage, destruction and theft to any materials which it places on the Work site which may be caused by the Owner or Owner, regardless of whether the Contractor has maintained adequate insurance pertaining to such materials.

ARTICLE 16 CORRECTION OF WORK

- 16.1 The Contractor shall correct Work failing to substantially conform to the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract. After that one-year period, the Contractor shall be released from and shall have no further obligation with respect to the Work or the Project. The remaining rights and remedies are described solely in the roof system manufacturer's warranty.
- The provisions of this Article 16 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

- 16.2 The Contract shall be governed by the law of the State of Pennsylvania.

ARTICLE 17 TERMINATION OF THE CONTRACT

- 17.1 If the Owner fails to make payment in full for a period of thirty (30) days, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the Project.
- 17.2 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a material provision of the Contract within twenty-one (21) days after written notice to the Contractor specifying the default to perform, the Owner may make good such deficiencies and may deduct the cost and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Owner that sufficient cause exists to justify such action, the Owner may terminate the Contract and may finish the Work by whatever reasonable method the Owner may deem expedient to mitigate loss, delay or damage. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 18 OTHER CONDITIONS OR PROVISIONS

Weatherproofing Technologies, Inc. (Contractor) agrees to indemnify Owner against the following consequential damages to the extent solely caused by Weatherproofing Technologies, Inc.:

1. Interruption to Owner's Business - up to \$250,000 per occurrence (not to exceed \$1,000,000 total aggregate for all covered claims and Owner locations).
2. Property Damage - up to \$250,000 per occurrence (not to exceed \$1,000,000 total aggregate for all covered claims and Owner locations).
3. Personal Injury/Death - up to \$1,000,000 per occurrence (not to exceed \$3,000,000 total aggregate for all covered claims and Owner locations).

This indemnification shall apply solely to claims against the Owner of which Contractor is notified in writing by certified mail within one year from the date of Substantial Completion of the Work. The Contractor's obligation under this indemnification shall apply only upon the same terms, conditions, definitions, limitations, and requirements as the Owner's insurance policies covering those risks specifically described above, or in absence of such policies, standard policies covering such risks ordinarily maintained by prudent business owners, and further subject to all terms, conditions, definitions, limitations and requirements set forth in the Contract Documents between the Contractor and the Owner. In no event will the Contractor's responsibility exceed those aggregate amounts described in this Attachment, no matter who makes such claim or how such claim is described or characterized, whether for contribution, indemnity or otherwise. The Contractor will only be responsible for compensatory damages upon the terms of this Agreement, which are proven to have been caused by the Contractor's sole negligence.

The responsibility, conditions, limitations and requirements stated in this Attachment, the Agreement and all Contract Documents have been bargained for and agreed to by the parties, and are based on each party's knowledge and understanding of the associated obligation, and on charges reflected in the Contract Amounts for the Work.

<i>(Owner)</i>	Weatherproofing Technologies, Inc. <i>(Contractor)</i>
By:	By:
Its: <i>(Table deleted)(Paragraphs deleted)(Paragraphs deleted)</i>	Its:

JERSEY SHORE AREA SCHOOL DISTRICT
JERSEY SHORE, PENNSYLVANIA 17740

May 11, 2019

TO: All District Employees

FR: Benjamin J. Enders, Business Manager

RE: Distribution of Direct Payroll Deposit

During their May 23, 2016 meeting, the Board approved the following procedures pertaining to the release and distribution of direct payroll deposit.

Please feel free to contact me if you feel you need clarification on any of the points listed.

- a) The Business Office is authorized to release direct payroll deposit to employees on the following pay dates during 2020-2021 unless directed otherwise, in writing, by the Superintendent.

July 2, 17 and 31, 2020	January 1, 15 and 29, 2021
August 14 and 28*, 2020	February 12 and 26, 2021
September 11 and 25, 2020	March 12 and 26, 2021
October 9 and 23, 2020	April 9 and 23, 2021
November 6 and 20, 2020	May 7 and 21, 2021
December 4 and 18, 2020	June 4 and 18, 2021

- b) The Business Office is authorized to release paychecks to the U.S. Postal Service on the date immediately preceding the pay date for the purpose of delivery of the paycheck, via the mail, for bank prenotes necessary for new accounts.

- c) Direct payroll deposit information will be transmitted to the school district depository with sufficient advance notice to assure that the employees net pay will be credited to their account on the pay dates listed in section a) above.

*First pay of 2020-2021 school year.

PLEASE POST

**AFFILIATION AGREEMENT
BETWEEN LOCK HAVEN UNIVERSITY
AND
JERSEY SHORE AREA SCHOOL DISTRICT**

THIS AGREEMENT, is made this day of , 2020 by and between LOCK HAVEN UNIVERSITY OF PENNSYLVANIA, 401 North Fairview Street, Lock Haven, PA 17745 (hereinafter referred to as “University”), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and Jersey Shore Area School District, 175 A & P Drive, Jersey Shore, PA 17740-9268 (hereinafter “School”). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School or a designated representative at least 8 weeks prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment.

The School 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.*

- f. *Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL

- a. *Establishment of Practicum or Student Teaching.* The School authorizes the use of its facilities as may be agreed upon by the School and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's Teacher Education Programs. This practicum/student teaching is required and authorized by law.
- b. *Policies of School.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. The School will provide the University all the applicable information at least 8 weeks in advance of the Student's participation.
- c. *Administration.* The School will have sole authority and control over all aspects of student services. The School will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).
- f. *Supervision of Students.* The School shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School.

- h. *Student Records.* The School shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- i. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and have been in his/her current assignment in a School for a minimum of one (1) year.
- j. *Substitute Teaching.* The School shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School for this practicum or student teaching experience.
- b. *Term of Agreement.* This Agreement shall be effective upon execution of all parties, including form and legality review and shall expire May 31, 2025.
- c. *Termination of Agreement.* The University or the School may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* 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 IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. School agrees to cooperate with University in its investigation of claims of discrimination or harassment.
- e. *Reporting of Sexual Violence and Sexual Harassment.* School shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Ms.

Deana Hill, Associate Vice President of Human Resources, dhill@lhup.edu; 570-484-2014.

- f. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part 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.
- j. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Lock Haven University of Pennsylvania

Jersey Shore Area School District

Dr. Robert M. Pignatello, President

Authorized Signature

University Legal Counsel
(Approved for Form & Legality)

Print Name/Title