

Jersey Shore Area School District
Board of Education – Regular Meeting
(held virtually using video conference calling)
Minutes of January 11, 2021

A. Opening

1. Call to Order: Mr. Craig Allen, President, called the meeting to order at 7:07 p.m.

2. Roll Call:

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

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

3. Pledge of Allegiance

B. Presentations

1. Communications: None

2. President's Report:

a. the Board had an executive meeting starting at 6:00 p.m. for legal and personnel issues.

b. Mr. Allen also attended a charter school task force meeting held by PSBA.

3. Intermediate Unit Report: None

4. Superintendent's Report:

a. Hunt Engineering Presentation

b. School Director Recognition Month

c. Staffing and Enrollment Report

d. Updated Board Policies:

(Attachments)

Policy 124.1 - Jersey Shore Online Learning

Policy 126 - Class Size

Policy 127 - Assessment System

Policy 138 - English as a Second Language/Bilingual Education Program

Policy 140 - Charter Schools

e. 2021-2022 Preliminary Budget Presentation - Ben Enders

(Attachment)

C. Courtesy of the Floor on Agenda Items and J. Courtesy of the Floor on Items not on the Agenda: None

Motion: A motion was made by Mary Thomas and seconded by David Becker to close Courtesy of the Floor.

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.

D. Personnel

1. Personnel Items:

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

- a. the Director of Building and Grounds job description. (Attachment)
- b. accepting a letter of resignation from Misti Koons, part time Food Service employee, effective December 8, 2020.
- c. accepting a letter of resignation from Bridget Carmeci, Middle School 8th Grade ELA teacher, effective upon hire of a replacement or 60 days whichever comes first.
- d. Jerry Clark as a bus driver with Marden's, Inc.
- e. appointment of Jennifer Rieck as Game Staff for the Athletic department, effective the 2020-2021 school year.
- f. FMLA from December 9, 2020 thru March 12, 2021 (approximately), for employee 2020-21-14.

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:

Finance Items:

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

- a. suspension of the quotation requirement in board policy 608 for the 2021-2022 school year.

- b. an addendum to extend the existing contract with Muncy Bank & Trust as the depository for the Jersey Shore Area School District for a one year period beginning July 1, 2021. (Attachment)
- c. acceptance of the donation of \$600 from the McInroy-Sheffer People Trust, to be used for interscholastic academic competitions.
- d. issuing an RFP to manage the Gilhart Scholarship Fund.
- e. the GASB 75 Valuation and Related Services Agreement between Jersey Shore Area School District and Pennsylvania Trust, expiring December 31, 2021. (Attachment)

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:

Miscellaneous Items:

President Allen pulled Miscellaneous Item c from the agenda.

- c. update of Policy 008 - Organizational chart.

Motion: A motion was made by Mary Thomas and seconded by Harry Brungard to approve Miscellaneous items a,b,d and e as listed on the Agenda:

- a. the following policies at first read: (Attachments)
 - Policy 116 - Tutoring
 - Policy 117 - Homebound Instruction
 - Policy 122 - Extracurricular Activities
 - Policy 123 - Interscholastic Athletics
 - Policy 123.2 - Sudden Cardiac Arrest
- b. the following policies at second read: (Attachments)
 - Policy 109 - Resource Materials
 - Policy 110 - Instructional Supplies
 - Policy 112 - Guidance Counseling
 - Policy 113.2 - Behavior Support
 - Policy 114 - Gifted education
- d. Verizon wireless Limited Distance Learning Agreement for Distance Learning Data Plan and Equipment. (Attachment)
- e. a five year Affiliation Agreement between Messiah University and Jersey Shore Area School District. (Attachment)

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.

I. Old Business: None

K. Executive Session: An Executive Session was held beginning at 8:56 p.m. for legal and personnel matters after which no business was conducted.

The meeting resumed at 10:07 p.m.

L. Adjournment

The January 11, 2021 Regular Board Meeting was adjourned at 10:08 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



Book	Board Policy Manual
Section	100 Programs
Title	Jersey Shore Online Learning
Code	124.1
Status	
Cross References	<ol style="list-style-type: none"> 5. Policy 217 - Graduation 4. Policy 137.1 - Extracurricular Participation by Home Education Students 3. Policy 122 - Extracurricular Activities 2. Policy 212 - Reporting Student Progress
Adopted	February 10, 2014
Last Revised	January 28, 2019

Purpose

The Jersey Shore Area School District, in conjunction with BLaST Intermediate Unit 17, offers district students the opportunity to enroll in the program of online courses as a means of fulfilling their educational requirements. Jersey Shore Online Learning students are full-time Jersey Shore Area School District students who may participate in academic, co-curricular, athletic, and social activities available to all District students. A student's progress and achievement will be monitored and assessed throughout his/her enrollment in the program.

Jersey Shore Online Learning may also be utilized as an educational program for alternative or disciplinary educational placements.

Definitions

Jersey Shore Online Learning, an online learning program service through BLaST Intermediate Unit 17 and ~~Northeast Intermediate Unit 19~~ **Capital Area Intermediate Unit 15** designed to assist local school districts in providing and managing an online learning curriculum.

Delegation of Responsibility

The Superintendent and/or designee(s) shall develop administrative regulations that implement the requirements of this policy, including enrollment procedures, grading guidelines, attendance guidelines, and termination procedures.

Guidelines

Parents/Guardians desiring to enroll their student in Jersey Shore Online Learning as the major source of course work must meet with the Superintendent or designee(s) (Administration and/or Guidance Counselor) to discuss the program requirements and begin the enrollment process prior to enrolling into Jersey Shore Online

Learning.

The following eligibility and procedures will be followed by the student and/or parent/guardian:

1. The student must be a Jersey Shore Area School District resident in grades **K7-12**.
2. Parents/Guardians must follow District enrollment procedures, District policies, and School-district guidelines.
3. Parents/Guardians and student must meet with Jersey Shore Area School District designated personnel to determine a course of study.

The student's progress shall be monitored by the student's Guidance Counselor **and program teacher**. At any time, a student may be required to return to school for lack of course work completed or unsatisfactory grades. [2]

A student may elect, with parental permission, to take part of his/her course requirements through Jersey Shore Online Learning and attend on-site classes for the remaining courses.

As a Jersey Shore Area School District student, a Jersey Shore Online Learning student is eligible to participate in interscholastic athletics and any other extracurricular activities, providing eligibility requirements are met. Jersey Shore Online Learning participants who are placed in the program for disciplinary reasons will generally not be eligible for participation in interscholastic athletics or other extra-curricular activities. [3,4]

Students enrolled in Jersey Shore Online Learning must meet the graduation requirements established by the district. The student shall receive a Jersey Shore Area High School diploma and shall be eligible to participate in graduation activities. [5]



Book	Board Policy Manual
Section	100 Programs
Title	Class Size
Code	126
Status	
Legal	24 P.S. 510

Authority

Class size shall be determined by the Board after consultation with the Superintendent and designated administrators.

Delegation of Responsibility

The Superintendent shall **develop administrative regulations** for determining class size, which shall take into account:

1. Subject matter.
2. Type of instruction.
3. Ability of students.
4. Age group of students.
5. Use of aides.
6. Use of special facilities and equipment.



Book	Board Policy Manual
Section	100 Programs
Title	Assessment System
Code	127
Status	
Legal	<ol style="list-style-type: none">1. 22 PA Code 4.122. 22 PA Code 4.513. 22 PA Code 4.524. Pol. 102 - Academic Standards5. 22 PA Code 12.416. 22 PA Code 4.47. 20 U.S.C. 63118. Pol. 138 - English as a Second Language/Bilingual Education Program9. Pol. 212 - Reporting Student Progress10. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities11. Pol. 113 - Special Education

Purpose

The Board recognizes its responsibility to develop and implement an assessment **system** that will determine the degree to which students are achieving academic standards and provide information for improving the educational program.

Authority

The Board shall approve an assessment **system** for use in district schools **to assess individual attainment of state and local academic standards, and to identify those students not attaining academic standards and provide assistance.** The Board shall approve an assessment **system at least once every six (6) years, which shall be implemented no later than one (1) year after the approval date.** [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Board reserves the right to review district assessment measures and to approve those that serve a legitimate purpose without infringing upon the personal rights of the students or parents/guardians. [\[3\]](#)[\[5\]](#)

The Board **directs the Superintendent or designee to** grant requests to review state assessments **from** parents/guardians **to determine whether the state assessments conflict with the parents'/guardians' religious beliefs. Parent/Guardian requests shall be submitted at least** two (2) weeks prior to the administration **of state assessments.** The district

shall ensure the security of the assessment documents. [6]

If, upon inspection of a state assessment, a parent/guardian finds the assessment to be in conflict with their religious beliefs, the parent/guardian shall have the right to have their child excused from that state assessment, upon written request to the Superintendent stating the objection. [6]

Delegation of Responsibility

The Superintendent or designee shall recommend **various** methods of assessment and evaluation based on his/her professional judgment, generally accepted professional practice, staff input **and state regulations. [1][2][3]**

The Superintendent or designee shall **provide summary** information **to** the public regarding student **achievement, including results of assessments, in accordance with** federal and state law and regulations. [3]

The Superintendent or designee shall provide information regarding the achievement of academic standards to the PA Department of Education when requested; such information shall not include student names, identification numbers or individually identifiable information. [3]

The Superintendent or designee shall recommend improvements in the **educational program**, curriculum and instructional practices based upon student assessment results. [3]

Guidelines

Parents/Guardians shall receive information regarding their child's state assessment scores and may obtain an explanation of assessment results from qualified school personnel. [7][8][9]

The district shall provide assistance to students not attaining academic standards at the proficient level. The district shall inform students and parents/guardians about how to access such assistance. [3][5]

Students with disabilities and students participating in ESL/Bilingual Education programs shall participate in assessments, with appropriate accommodations when necessary. [2][10][11][8]



Book	Board Policy Manual
Section	100 Programs
Title	English as a Second Language/Bilingual Education Program
Code	138
Status	

Legal

1. [42 U.S.C. 2000d et seq](#)
 2. Pol. 102 - Academic Standards
 3. Pol. 103 - Discrimination/Title IX Sexual Harrassment Affecting Students
 4. [22 PA Code 4.26](#)
 5. [20 U.S.C. 6801 et seq](#)
 6. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities
 7. Pol. 100 - Comprehensive Planning
 8. Pol. 333 - Professional Development
 9. [22 PA Code 11.11](#)
 10. Pol. 200 - Enrollment of Students
 11. Pol. 304 - Employment of District Staff
 12. [20 U.S.C. 6812](#)
 13. [20 U.S.C. 6826](#)
 14. [20 U.S.C. 6841](#)
 15. Pol. 113 - Special Education
 16. Pol. 114 - Gifted Education
 17. [20 U.S.C. 6842](#)
 18. [22 PA Code 4.51](#)
 19. [22 PA Code 4.51a](#)
 20. [22 PA Code 4.51b](#)
 21. [22 PA Code 4.51c](#)
 22. [22 PA Code 4.52](#)
 23. Pol. 127 - Assessment System
 24. Pol. 217 - Graduation
 25. [20 U.S.C. 1703](#)
 26. Pol. 115 - Career and Technical Education
 27. Pol. 122 - Extracurricular Activities
 28. Pol. 123 - Interscholastic Athletics
 29. [20 U.S.C. 7012](#)
 30. Pol. 212 - Reporting Student Progress
 - 34 [CFR Part 200](#)
- Pol. 105.1 - Review of Instructional Materials by Parents/Guardians and Students

Purpose

In accordance with the Board's philosophy to provide a quality educational program to all students, the district shall provide an appropriate planned instructional program for identified students whose dominant language is not English. The **goal** of the program shall be to increase the English language proficiency of eligible students so that they can attain the academic standards adopted by the Board and achieve academic success. Students who have Limited English Proficiency (LEP) **shall** be identified, assessed and provided **instruction, and shall be provided an equal opportunity to achieve their maximum potential in educational**

programs and extracurricular activities, consistent with federal and state laws and regulations.[1][2][3]

Authority

The Board shall **approve a written program plan** of educational services for students whose dominant language is not English. The program plan shall include English as a Second Language (ESL) **or bilingual/bicultural instruction**. The **ESL/Bilingual Education** program shall be based on effective research-based theory, implemented with sufficient resources and appropriately trained staff, and evaluated periodically.[3][4][5][6]

The Board may address LEP students and programs in the district's comprehensive planning process, and shall include appropriate training for professional staff in the Professional **Development Plan as necessary to provide an appropriate ESL/Bilingual Education program in compliance with law and regulations.**[7][8]

The Board may contract with BLAST Intermediate Unit No. 17 for **ESL/Bilingual Education** services and programs.

Delegation of Responsibility

The Superintendent or designee shall implement and supervise an **ESL/Bilingual Education** program that ensures appropriate instruction in each school and complies with federal and state laws and regulations.

The Superintendent or designee, in conjunction with appropriate stakeholders, shall develop **administrative regulations** regarding the **ESL/Bilingual Education** program.

Guidelines

The district shall establish procedures for identifying **and assessing the needs of** students whose dominant language is not English. The Home Language Survey shall be completed for each student **upon** enrollment in the district, and **shall** be filed in the student's permanent record folder through graduation.[5][9][10]

The **ESL/Bilingual Education** program shall be designed to provide instruction that meets each student's individual needs, based on the assessment of English proficiency in listening, speaking, reading and writing. Adequate content area support shall be provided while the student is learning English, to assure achievement of academic standards.[2]

Certified employees and appropriate support staff, when necessary, shall provide the **ESL/Bilingual Education** program. **The district shall ensure that all teachers in the ESL/Bilingual Education program hold the appropriate certification and can demonstrate academic language proficiency both in English and in the language used for instruction in their classroom.**[11]

The **ESL/Bilingual Education** program shall be evaluated **periodically to ensure all components are aligned and working effectively to facilitate the acquisition of the English language and achievement of academic standards**, and shall be revised when necessary **to ensure greater student achievement.**[12][13][14]

Students who are English Language Learners (ELL) may be eligible for special education services when they have been identified as a student with a disability and it is determined that the disability is not solely due to lack of instruction or proficiency in the English language.[6][15]

Students who are ELL may be eligible for gifted education services, when identified in accordance with law, regulations and Board policy. The district shall ensure that assessment of a student for gifted education services screens for intervening factors,

such as LEP, that may be masking gifted abilities.[16]

Students participating in ESL/Bilingual Education programs who are eligible for special education services shall continue receiving ESL/Bilingual Education instruction, in accordance with their Individualized Education Program (IEP) or Gifted Individualized Education Plan (GIEP), at the appropriate proficiency and developmental level.
[6][15][16]

Students participating in ESL/Bilingual Education programs shall be required, with accommodations, to **participate in assessments and** meet established academic standards and graduation requirements adopted by the Board.[2][12][13][14][17][18][19][20][21][22][23][24]

Students shall have access to and be encouraged to participate in all academic and extracurricular activities available **to** district **students**. [25][26][27][28]

Students shall exit from the ESL/Bilingual Education program in accordance with state required exit criteria. [13]

The district shall monitor ELL who exit from the ESL/Bilingual Education program. [14]

Family Engagement and Communication

Communications with parents/guardians shall be in the **mode and language of communication preferred** by the parents/guardians. [1][29]

At the beginning of each school year, **or within fourteen (14) days of enrollment during the school year**, the district shall notify parents/guardians of students enrolled in ESL/Bilingual Education programs regarding the instructional program provided to their student. [29]

Parents/Guardians shall be regularly apprised of their student's progress, including achievement of academic standards and assessment results.[23][30]

Parents/Guardians shall be notified of their right to opt the student out of supplemental ESL/Bilingual Education programs/opportunities provided through federal funding, in accordance with applicable law. [29]

The district shall notify parents/guardians of students in ESL/Bilingual Education programs within thirty (30) days, or within fourteen (14) days of enrollment, if the district fails to meet annual measurable performance objectives, as required by law. [29]

The district shall maintain an effective means of outreach to encourage parental involvement in the education of their children. [12][13][29]



Book	Board Policy Manual
Section	100 Programs
Title	Charter Schools
Code	140
Status	
Legal	<ol style="list-style-type: none">1. 24 P.S. 1702-A2. 24 P.S. 1703-A3. 24 P.S. 1715-A4. 24 P.S. 1717-A5. 24 P.S. 1718-A6. 65 Pa. C.S.A. 701 et seq7. 24 P.S. 1720-A8. 24 P.S. 1723-A9. 24 P.S. 1724-A10. 24 P.S. 1728-A11. 24 P.S. 1729-A12. 24 P.S. 1727-A13. 24 P.S. 1726-A14. 24 P.S. 1719-A <p>24 P.S. 1701-A et seq</p>

Purpose

In order to provide students, parents/guardians and community members an opportunity to establish and maintain schools that operate independently from this school district, the Board shall evaluate applications submitted for charter schools located within the district, in accordance with the requirements of law and those established by the Board. [\[1\]](#)

The Board and administration shall work cooperatively with individuals and groups submitting proposals and applications for charter schools.

Definitions

Appeal Board means the State Charter School Appeal Board established by the Charter School Law. [\[2\]](#)

Board of Trustees of a charter school shall be classified as public officials. [\[3\]](#)

Charter School means an independent, nonsectarian public school established and operated under a charter from the local Board in which students are enrolled or attend. A charter school must be organized as a public, nonprofit corporation; and charters may not be granted to any for-profit entity nor to support home education programs. [\[2\]](#)[\[3\]](#)[\[4\]](#)

Local Board of Directors (Board) means the Board of Directors of the school district in which a proposed or approved charter school is located. [\[2\]](#)

Regional Charter School means an independent public school established and operated under a charter from more than one local Board and approved by an affirmative vote of a majority of all Board members of each of the school districts involved. [\[2\]](#)[\[5\]](#)

Authority

The Board shall evaluate submitted applications for charter schools based on the criteria established by law, **regulations** and any additional criteria **required** by the Board. [\[4\]](#)

A charter school application shall be approved or denied by a majority vote of all Board members at a public meeting, in accordance with the provisions of law. Written notice of the Board's decision shall be sent to the applicant, Department of Education and the Appeal Board, including reasons for denial and a clear description of application deficiencies if the application is denied. The Board shall evaluate denied applications that are revised and resubmitted. [\[4\]](#)[\[6\]](#)

Upon approval of a charter application, the Board and the charter school's Board of Trustees shall sign the written charter, which shall be binding on both. The charter shall be for a period of three (3) to five (5) years and may be renewed for five-year periods by the Board. [\[7\]](#)

The Board shall not cap nor limit the number of district students enrolling in a charter school, unless agreed to by the charter school as part of the written charter. [\[8\]](#)

The Board may approve a leave of absence for up to five (5) years for a district employee to work in a charter school located in the district of employment or in a regional charter school in which the employing district is a participant, and the employee shall have the right to return to a comparable position in the district. The Board at its discretion may grant tenure to a temporary professional employee on leave from this district to teach in a charter school located in the district, upon completion of the appropriate probation period. [\[9\]](#)

The Board shall annually assess whether each charter school is meeting the goals of its charter and shall require each charter school to submit an annual report no later than August 1 of each year. [\[10\]](#)

The Board shall conduct a comprehensive review prior to granting a five-year renewal of the charter. [\[10\]](#)

The Board shall have ongoing access to the records and facilities of the charter school to ensure that the charter school is in compliance with its charter, Board policy and applicable laws. [\[10\]](#)

In cases where the health or safety of the charter school's students, staff or both is at serious risk, the Board may take immediate action to revoke a charter. [\[11\]](#)

The Board affirms that the Board of Trustees and the charter school shall be solely liable for any and all damages and costs of any kind resulting from any legal challenges involving the operation of a charter school. The local Board shall not be held liable for any activity or operation related to the program of a charter school. [\[12\]](#)

A charter school shall execute a "hold harmless" agreement indemnifying and insuring/agreeing to

defend the school district in any and all kinds of liability areas so that the school district and Board are protected in any litigation related to the operation of a charter school.

Delegation of Responsibility

Applications for charter schools shall be submitted to the Superintendent or designee, who shall be responsible for communicating and cooperating with all applicants.

The Superintendent or designee shall be responsible to assist applicants with plans for technical assistance and contracted services that may be provided by the district.

Guidelines

A charter school shall be subject to all federal and state laws and regulations prohibiting discrimination in admissions, employment and operation on the basis of disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry or need for special education services. [\[3\]](#)

Transportation

The district shall provide transportation to resident students attending a charter school located in the district, a regional charter school of which the district is a member, and a charter school located within ten (10) miles outside district boundaries, in accordance with distance requirements established for district students. [\[13\]](#)

Transportation shall be provided to charter school students on the dates and periods that the charter school is in session, regardless of whether transportation is provided to district students on those days.

Applications

Applications for charter schools must contain all the information specified in the Charter Schools Law and any additional information required by the Board. [\[4\]](#) [\[14\]](#)

Applications for charter schools shall be submitted to the Board by November 15 of the school year preceding the school year in which the school will be established. [\[4\]](#)

Within forty-five (45) days of receipt, the Board shall hold at least one (1) public hearing on the charter application, in accordance with law. At least forty-five (45) days must pass between the first public hearing and the final decision of the Board. No later than seventy-five (75) days after the first public hearing, the Board shall grant or deny the application. [\[4\]](#)

Insurance/Risk Management

The charter school shall adequately protect against liability and risk through an active risk management program approved by the Board. The program shall include proof of purchase of insurance coverages as required by the Board. [\[14\]](#) [\[12\]](#)

Minimum coverages and levels of appropriate coverages shall be established in the charter.

A charter school shall operate in a manner that minimizes the risk of injury and harm to students, employees and others.

**GENERAL FUND BUDGET SUMMARY
2021-2022 BUDGET
AS OF JANUARY 11, 2021**

Actual Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/20	\$ 8,753,634
Committed Fund Balance for PSERS Increase used in 20-21 Budget	(873,538)
Committed Fund Balance for Health Insurance Increase used in 20-21 Budget	<u>(200,000)</u>
Projected Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/22	\$ 7,680,096
2021-22 Budgeted Revenue:	\$ 42,479,760
2021-22 Budgeted Expenditures:	<u>44,405,556</u>
Surplus/(Deficit)	<u>(1,925,796)</u>
Total Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/22	<u>\$ 5,754,300</u>
Estimated Committed Fund Balance for PSERS Increase as of 7/1/21	\$ 1,906,462
Committed Fund Balance for PSERS Increase used in 21-22	<u>(1,725,796)</u>
Estimated Committed Fund Balance for PSERS Increase as of 7/1/22	\$ 180,666
Estimated Committed Fund Balance for Health Insurance Increase as of 7/1/21	\$ 650,000
Committed Fund Balance for Health Insurance Increase used in 21-22	<u>(200,000)</u>
Estimated Committed Fund Balance for Health Insurance Increase as of 7/1/22	450,000
Estimated Unassigned Fund Balance as of 7/1/21	\$ 5,123,634
Unassigned Fund Balance used in 21-22	<u>-</u>
Estimated Unassigned Fund Balance as of 7/1/22	<u>5,123,634</u>
Total Unassigned & PSERS/Health Insurance Committed Fund Balance as of 7/1/21	<u>\$ 5,754,300</u>
Estimated Unassigned Fund Balance 7/1/21 As a Percent of 2020-21 Budgeted Expenditures	<u>11.54%</u>
Estimated Unassigned & PSERS/Health Insurance Committed Fund Balance 7/1/21 As a Percent of 2020-21 Budgeted I	12.96%

Estimated Nonspendable Fund Balance as of 7/1/21	\$ 145,314
Nonspendable Fund Balance used in 21-22	<u>-</u>
Estimated Nonspendable Fund Balance as of 7/1/22	145,314
Estimated Committed Fund Balance for Legal Settlements as of 7/1/21	\$ 66,596
Committed Fund Balance for Legal Settlements used in 21-22	<u>-</u>
Estimated Committed Fund Balance for Legal Settlement as of 7/1/22	66,596
Estimated Committed Fund Balance for MS & HS PlanCon J as of 7/1/21	\$ 380,303
Committed Fund Balance for MS & HS PlanCon J used in 21-22	<u>-</u>
Estimated Committed Fund Balance for MS & HS PlanCon J as of 7/1/22	<u>380,303</u>
Total Fund Balance as of 7/1/22	<u>\$ 6,346,513</u>



JERSEY SHORE AREA SCHOOL DISTRICT

Job Description

Title: Director of Building and Grounds

Scope: The Director of Building and Grounds maintains school buildings and grounds to ensure safe, full and productive use of all district facilities.

Certifications: Department of Agriculture certification for pool management.

Qualifications: Knowledge of budgeting and budget management, personnel management, long range and strategic planning, computer proficiency, Microsoft Office, digital work order systems, building operations and controls, PA procurement laws and contracting. Must have knowledge and skills to ensure safety of all buildings, grounds, equipment, vehicles, and athletic facilities. Must have knowledge of all laws governing school operations.

Responsible To: Superintendent

Supervisory Function: Maintenance employees, Building and Grounds Secretary and shared responsibility with building principal for custodial staff.

Classification: Exempt

Position Objective: To ensure safety and functionality of all district facilities through efficient use of maintenance and custodial employees.

Responsibilities:

1. Approve and secure all supplies needed by the maintenance and custodial staff, coordinating delivery to buildings and facilities.
2. Set work priorities and daily plans, via the work order system and verbal communication as emergencies arise, for maintenance and custodial staff.
3. Interview and recommend maintenance and custodial staff for hire.
4. Provide orientation to new custodians and maintenance personnel.
5. Track and provide required training for maintenance and custodial staff.
6. Ensure that all buildings are staff properly daily, securing substitutes when necessary.
7. Coordinates preparation of facilities for all sporting events and extracurricular events.
8. Annually order custodial cleaning supplies, including toilet tissue and soaps for all district facilities.

9. Coordinate snow and ice removal, working closely with Assistant Superintendent to monitor weather.
10. Evaluate need for Capital projects, prepare data for recommendation to the capital projects Committee.
11. Coordinate Board approved Capital projects, from inception to completion.
12. Coordinate outside contractors for yearly inspection of all buildings and equipment.
13. Maintain district wide key fob system and physical plant keys.
14. Serve on Energy Conservation Committee.
15. Verify and approve all hours for maintenance personnel, custodial personnel and the building and grounds secretary for payroll.
16. Adjusting and scheduling HVAC for all district buildings.
17. Prepare proposed annual department budget.
18. Other duties as assigned.

Placement: Act 93 Administrator

Terms of Employment: 12 months

Evaluation: Annually by Superintendent



November 27, 2020

Benjamin J. Enders, Business Manager
 Jersey Shore Area School District
 175 A&P Drive
 Jersey Shore, PA 17740

Dear Mr. Enders:

The Muncy Bank & Trust Company is pleased to offer an addendum to extend your existing contract for deposit accounts and services for the Jersey Shore Area School District with the following modifications:

- Aggregate total deposit balance cap - \$20 Million
- Interest Rate Options:
 - Rate indexed to 100% of the 13 Week T-Bill as posted in the Wall Street Journal, or rate floor as shown, whichever is higher. Rate is adjusted at end of each month (*signers please initial selected term*):
 - _____ Rate Floor of 1.00% - 1 year extension from 7/1/2021 thru 6/30/2022
 - _____ Rate Floor of 0.75% - 2 year extension from 7/1/2021 thru 6/30/2023
 - _____ Rate Floor of 0.50% - 3 year extension from 7/1/2021 thru 6/30/2024

All other fees, terms, and conditions remain unchanged and will remain in effect for the addendum term, unless change should be required due to regulatory updates.

This offer expires January 31, 2021.

Thank you for the opportunity to be your business partner. Should you have any questions, please reach out to me. My contact information is below.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie A. Oakes".

Stephanie A. Oakes
 Vice President, Commercial Services
 (570) 940-1934 -Direct #
Stephanie.oakes@muncybank.com



Acceptance of terms, fees, and rate structure as selected on page 1:

(Signature)

(Printed Name and Title)

(Signature)

(Printed Name and Title)

(Signature)

(Printed Name and Title)

**G A S B 7 5 V a l u a t i o n a n d R e l a t e d
S e r v i c e s A g r e e m e n t**

This GASB 75 valuation service agreement (the "Agreement") is made effective as of the 1st day of July, 2020 between the undersigned parties,

REQUESTOR: JERSEY SHORE AREA SCHOOL DISTRICT whose mailing address is 175 A&P Drive, Jersey Shore, PA 17740

(hereinafter referred to as the "you" or "your"), and PENNSYLVANIA TRUST, a Pennsylvania nonprofit trust, whose mailing address is c/o CSIU, 15 Lawton Lane, Milton, PA 17847 (hereinafter referred to as "us," "we," or "our").

1. **Consulting Services** - GASB 75 valuation services will be performed for you as set forth in Exhibit A. At your request, you will be provided with additional health and welfare benefits related services or consulting. Such services will be charged and invoiced separately per the terms of Exhibit A: Services Available at Additional Cost. The GASB 75 valuation services and any additional health and welfare benefits related services or consulting will be performed under our contract with CONRAD M. SIEGEL, INC., a Pennsylvania corporation trading and doing business as **Conrad Siegel**, whose mailing address is 501 Corporate Circle, PO Box 5900, Harrisburg, PA 17110-0900. For purposes of this Agreement and Exhibit A:
 - 1.1 ERISA means the Employee Retirement Income Security Act of 1974, as amended.
 - 1.2 Code means the Internal Revenue Code of 1986, as amended.
 - 1.3 HIPAA means Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder.
2. **Scope of Engagement** - You agree to provide **Conrad Siegel** with any information, documentation and/or data requested in furtherance of this Agreement and to inform **Conrad Siegel** of any changes thereto. You acknowledge that these services cannot be adequately performed for you unless you diligently perform your responsibilities under this Agreement in a timely manner. Neither we nor **Conrad Siegel** shall be required to verify any information obtained from you, your attorney, accountant or other professionals, and are expressly authorized to rely thereon. All such professionals are hereby given permission by you to provide **Conrad Siegel** with information they may need. To the extent information, documentation and/or data is not provided to them accurately, completely, or timely, you agree to pay the hourly fee for monitoring the receipt of such data or to reprocess or correct any work.
 - 2.1 The services provided pursuant to this Agreement shall not be construed to include legal, accounting, fiduciary, or investment advisory services. If you desire investment advice, you may choose to separately contract with **Conrad Siegel Investment Advisors, Inc.** the wholly owned subsidiary of **Conrad Siegel** or any other investment advisor.

In the course of providing services to you, **Conrad Siegel** may make recommendations regarding plan design, interpretation, and compliance with applicable regulations. You are free at all times to accept or reject any recommendation from them, and you acknowledge that you have the sole authority with regard to the acceptance or rejection of any such recommendation or advice.

The recommendations are based upon the professional judgment of **Conrad Siegel**. Neither they nor we guarantee the results of any of their recommendations. You are free to obtain legal and tax accounting services from any professional source to review the recommendations. You retain absolute discretion over all implementation decisions.
3. **Fees** - Generally, our fee for the services provided under this Agreement shall be made up of certain separate components as described below and in accordance with the fee schedule attached hereto as Exhibit A ("Actuarial and Consulting Services Compensation"). Notwithstanding the provisions of Sections 3 and 3.1 (and Sections 3.2 and 3.3, if applicable) and the provisions of Exhibit A, to the extent that this Agreement has attached hereto an Exhibit D at the request of the Requestor or **Conrad Siegel**, the fee shall be equal to the specified fee in such Exhibit D ("Specified Fee for Services"), provided each and every stated requirement is met. If the Exhibit D was requested by the Requestor and you fail to meet one or more of the stated requirements for the Exhibit D fee, hourly rates as shown in Exhibit B shall apply. The fee shall be billed in arrears no less frequently than quarterly for services completed during the billing period. Payment is due and payable upon invoicing.
 - 3.1 **GASB 75 Valuation Services** - The fee for GASB 75 Valuation Services shall be as described in Exhibit A, unless Exhibit D applies as mentioned above. With respect to each valuation, the amount billed will not exceed the stated estimated maximum charge.
 - 3.2 **Optional Services** - The charges for Optional Services shall be billed in arrears for the period during which these services are completed.
 - 3.3 **Additional Services** - Consulting services listed in Exhibit A under Services Available at Additional Cost shall be provided as described therein. These fees shall be billed in arrears.
 - 3.4 **Late Payment** - In addition to other available remedies, we will be entitled to interest equal to one and one-half percent (1.5%) per month or, if less, the maximum amount permitted by law, on any fee that is due but unpaid by you for more than 30 days.
 - 3.5 **Change in Fee** - If you contract for additional services for which the fee is based on professional time, the fee will be determined in accordance with the hourly rates in effect at the time of service. The hourly fees are set as of each January 1. The current calendar year hourly rates are as set forth in Exhibit B. The hourly fees for subsequent years will not exceed the stated fees by more than 5% per annum.
4. **Assignment** - Neither party may assign this Agreement without the prior consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control of management shall not be considered an assignment.
5. **Confidentiality** - Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential and to cause their business associates to do likewise, except that Requestor authorizes **Conrad Siegel** to release the results of its GASB 75 valuation services to Pennsylvania Trust for statistical purposes.

Pennsylvania Trust

6. **HIPAA Privacy and Security** - Except as required by applicable law, rule or regulation, or in order to perform the services contemplated by this Agreement, we will comply with the HIPAA Privacy Rule and Security Rule as further set forth in Exhibit C the Business Associate Agreement that we execute with you. Further, we represent to you that we have executed a similar Business Associate Agreement with **Conrad Siegel**.

7. **Conflicts of Interest** - Since this Agreement is with the named Requestor with respect to health and welfare benefit plans, the services shall be based upon the joint objectives of the named Requestor and the Plan Administrator of the plans as communicated to us by you, collectively. Both we and **Conrad Siegel** shall be permitted to rely upon instructions and/or information received from you collectively, unless and until instructed otherwise in writing. Neither we nor they shall be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the named Requestor and any of your employees that you appoint to communicate with us.

8. **Client Representations, Warranties, and Acknowledgements** - You represent and warrant to us that the terms and conditions of this Agreement are consistent with the terms of your health and welfare benefit plan documents. This Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You agree to provide **Conrad Siegel** with the information, documentation and/or data that they may request in furtherance of this Agreement or related to your health and welfare benefit needs, goals, or objectives in the manner and within the time frame requested, either directly from you or through your designated attorney, accountant, or other professional advisors. You represent that such information, documentation and/or data is complete and accurate at the time of provision and warrant that you will promptly inform them in writing if and when such information, documentation and/or data becomes incomplete or inaccurate during the term of this Agreement. You acknowledge that **Conrad Siegel** is authorized to rely upon any information received from such attorney, accountant, or other professional advisor and are not required to verify the accuracy of the information.

As the Plan's Sponsoring Employer and Plan Administrator, you represent that you will furnish true and complete copies of all documents establishing and governing the health and welfare benefit plans and evidencing your authority to execute this Agreement and that you will promptly furnish any amendments to the plans.

9. **Entire Agreement** - This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by any party.

10. **Waiver** - No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or

breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

11. **Termination** - This Agreement shall terminate on December 31, 2021.

We may discontinue the services being performed under this Agreement or terminate this Agreement upon 30-days prior written notice if you fail to pay our fees or otherwise materially breach this Agreement without curing the breach.

Termination of this Agreement will not affect: (A) the validity of any action previously taken by us under this Agreement; (B) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (C) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action, except as described in this paragraph. If you terminate our services, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our earned fees shall be charged to you. **Conrad Siegel** will not prepare a final report, unless you so direct and agree to the payment of our full fee for such report.

Upon termination of this Agreement, **Conrad Siegel** shall retain all files as required by the rules governing actuaries; however, you shall be entitled to receive copies of your files upon request. The files shall be treated as confidential as provided under this Agreement. The terms of any Business Associate Agreement regarding compliance with the HIPAA Privacy Rule and Security Rule shall survive this Agreement. Copies of the files will be forwarded as you direct, provided all our earned fees have been paid. The cost of copying will be charged to you.

12. **Indemnification** - You the named Requestor agree to indemnify and hold both us and **Conrad Siegel** harmless against any and all claims, actions, expenses and liabilities suffered or incurred by either us or **Conrad Siegel** and relating to or arising from this Agreement that result from you, your attorney, accountant, or other professional advisor, or a prior recordkeeper or insurer for a health or welfare benefit plan supplying incorrect or untimely information or are caused by the action or inaction of one or more of such persons. We shall indemnify and hold you harmless against any and all claims, actions, and expenses and liabilities suffered or incurred by you and relating to or arising from this Agreement that are directly related to the negligent provision of services, but not in excess of the fees paid under this Agreement for the twelve-month period immediately preceding the occurrence giving rise to the claim.

13. **Force Majeure** - Neither the parties nor their business associates will be held liable for failure to fulfill the obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of the party failing to perform. The terms for the performance will be increased to a reasonable period of time.

14. **Notices** - Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to the party at the appropriate address listed above unless (a) the party has notified the other party(ies) of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication by facsimile or electronic delivery (e.g., e-mail). All of your

Pennsylvania Trust

directions (unless otherwise provided herein) shall be in writing. Both we and **Conrad Siegel** shall be protected in relying upon any such direction, notice, or instruction until advised in writing of changes therein.

15. **Counterparts** - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

16. **Severability** - If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision were not included.

17. **Governing Law, Venue, and Jurisdiction** - This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or

performance shall be governed or interpreted according to the internal laws of the Commonwealth of Pennsylvania without regard to choice of law considerations. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction shall be brought and determined in the appropriate federal or state court in the Commonwealth of Pennsylvania and in no other forum. The parties hereby irrevocably submit to the jurisdiction of any such state court or federal court having jurisdiction in the Commonwealth of Pennsylvania in any such suit, action or proceeding arising out of or relating to this Agreement.

18. **Section or Paragraph Headings** - Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

Pennsylvania Trust

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

Requestor: Jersey Shore Area School District

By: _____
Signature Date

Title: _____

Pennsylvania Trust

By: Harold E. J. Altman 12/18/2020
Signature Date

Title: Chairperson

EXHIBITS: A, B, C

EXHIBIT A
ACTUARIAL AND CONSULTING SERVICES COMPENSATION

GASB 75 Valuation Services

The GASB 75 Valuation Service will be performed by the actuaries and employees of **Conrad Siegel** under our contract with them. The services will include the following:

- Preliminary discussion with you
- Collection of relevant census and benefit plan information
- Preparation of GASB 75 Actuarial Valuation
- Discussion with you regarding results of the valuation, if necessary

Fee for GASB 75 Valuation Service per valuation is based on group size and the level of complexity.

Size	Level of Complexity		
	Simple	Average	Complex
Small Group	\$3,550	\$5,100	\$6,150
Medium Group	\$4,625	\$6,175	\$7,225
Large Group	\$5,700	\$7,250	\$8,300

Group size is defined as follows:

- Small Group: < 200 participants
- Medium Group: 201 to 500 participants
- Large Group: > 500 participants

Complexity is determined based on number of plan and benefit designs and number of subgroups requested. **Conrad Siegel** will determine the level of complexity. To the extent the complexity is determined to be between two levels, the midpoint of the two values shown will be used for the fee.

Optional Services

- Valuation calculations under alternative parameters

\$500 - \$1,000 per run
- Preparation of supplemental year-end calculations prepared in between valuations if it is deemed that updated assumptions (e.g. discount rate) should be used, or for other reasons requested by the school entity.

\$550 per calculation

EXHIBIT A
ACTUARIAL AND CONSULTING SERVICES COMPENSATION

Services Available at Additional Cost	Time and Expense
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If a service that is not previously described in this agreement is requested or needed, this additional service will be made available and will be performed by the actuaries and employees of **Conrad Siegel** under our contract with them. We will bill you based on the time spent on the project and the current hourly rates for the staff involved in the project. You may request a cost estimate before commencing the project. You may also request a statement of the current hourly rates at any time. A statement of these rates as of the current calendar year is attached to this Agreement.

- Actuarial studies
- Other services requested
- Consultation regarding plan design and cost controls
- Consultation regarding alternative assumptions and parameters including alternative experience studies
- Consultation regarding legal requirements pertaining to plan documentation
- On site meetings or presentations - Time for meetings includes preparation, travel time door to door and all time spent at your facilities

EXHIBIT B

Statement of 2019 Hourly Rates

As indicated in the Agreement, services for which the fee is based on professional time, the fee will be determined in accordance with our hourly rates in effect at the time of service. We set our hourly fees as of each January 1 for all clients.

Hourly rates applicable for the period January 1, 2019 through December 31, 2019 are as follows:

- Actuarial Consultants: \$280 to \$330
- Non-Actuarial Consultants: \$280
- Actuarial Analysts: Range from \$135 to \$245

Our hourly fees for subsequent years will not exceed the stated fees by more than 5% per annum.

Note: As indicated in Exhibit A, you may request an estimate of our cost before commencing work based on our hourly rates. You may also request a statement of our current hourly rates at any time.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT REGARDING COMPLIANCE WITH HIPAA PRIVACY RULES

Pursuant to the GASB 75 Valuation and Related Services Agreement, Pennsylvania Trust through its business associate **Conrad Siegel** (hereinafter referred to as “**CS**”) shall provide actuarial services including the preparation of GASB 75 Valuation Reports for the Requestor that involve the use of individually identifiable health information on behalf of a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This Agreement supplements and is made a part thereof.

Section 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

- (a) **Breach** – Breach shall have the same meaning as the term “breach” in § 164.402.
- (b) **Business Associate** – Business Associate shall mean **CS** and as further defined by § 160.103.
- (c) **Group Health Plan** – Group Health Plan shall mean the plan that is the subject of the GASB 75 Valuation Report which constitutes a covered entity under the Privacy Rules.
- (d) **Individual** – Individual shall have the same meaning as the term “individual” in § 160.103 and shall include persons who qualify as a personal representative in accordance with § 164.502(g).
- (e) **Privacy Rule** – Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E, as in effect or as amended, that are herein referenced by section number.
- (f) **Protected Health Information** – Protected Health Information (also referred to herein as individually identifiable health information or PHI) is health information (including demographic information collected from an individual and genetic information) that: (1) is created or received by Business Associate from or on behalf of Group Health Plan; and (2) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (g) **Required By Law** – Required By Law shall have the same meaning as the term “required by law” in § 164.103.
- (h) **Secretary** – Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) or his designee.
- (i) **Security Incident** - Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as defined by § 164.304.
- (j) **Security Rule** – Security Rule shall mean the security requirements of 45 Code of Federal Regulations Part 164, Subpart C, as in effect or as amended that are herein referenced by section number.
- (k) **Subcontractor** – A business associate of **CS** that that creates, receives, maintains, or transmits protected health information on its behalf.
- (l) **Unsecured Protected Health Information** - Unsecured Protected Health Information means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary as further prescribed in the guidance issued under section 13402(h)(2) of Public Law 111–5.

Section 2. Obligations and Activities of Business Associate

CS agrees that it will:

- (a) Not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law;

- (b) Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) Maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Group Health Plan as required by the Security Rule;
- (d) To the extent it is to carry out Group Health Plan's obligation under the Privacy Rule related to this contract, comply with the requirements of the Privacy Rule that apply to Group Health Plan in the performance of such obligation;
- (e) Report to Group Health Plan as of the end of any calendar year quarter any improper use or disclosure of PHI, including any security incident, of which it becomes aware that does not constitute a Breach covered under Section 6;
- (f) Ensure that any Subcontractors who create, receive, maintain, or transmit electronic PHI on behalf of **CS** with respect to Group Health Plan agree to the same restrictions and conditions that apply through this Agreement to **CS** with respect to such information, including: (i) implementing and maintaining reasonable and appropriate safeguards to protect PHI; and (ii) promptly notifying **CS** of any use, disclosure, or security incident of which it becomes aware, including breaches of Unsecured Protected Health Information;
- (g) Mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of the requirements of this Agreement by it or its agent (including a workforce member or subcontractor) acting within the scope of the agency;
- (h) Terminate the contract or arrangement it has with a Subcontractor if it has knowledge that the subcontractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Subcontractor's obligation under the contract or other arrangement, but only if the termination is feasible and only after it has taken reasonable steps to cure the breach or end the violation, as applicable, and such steps are unsuccessful;
- (i) Make available PHI, at the request of Group Health Plan, to Group Health Plan or, as directed by Group Health Plan, to an Individual in order to meet the requirements under § 164.524 within 10 business days of the request;
- (j) Make available PHI for amendment and incorporate any amendments to PHI that Group Health Plan directs or agrees to pursuant to § 164.526 at the request of Group Health Plan or an Individual within 10 business days of the request;
- (k) Document such disclosures of PHI and information related to such disclosures in accordance with § 164.528 and provide such information to Group Health Plan or an Individual, within 10 business days;
- (l) Make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI on behalf of Group Health Plan that it creates, receives, maintains, or transmits available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the Privacy Rule.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, **CS** may use or disclose Protected Health Information on behalf of, or to provide services to, Group Health Plan, subject to the Privacy Rule and the minimum necessary policies and procedures of Group Health Plan:
 - (1) Review health care claims for reimbursement under a Health Care Reimbursement Account.
 - (2) Review health care claims and payment.
 - (3) Coordination of benefits.
 - (4) Health care claim status.
 - (5) Enrollment and disenrollment in a health plan.
 - (6) Eligibility for a health plan.
 - (7) Health plan premium payments.

- (8) Referral certification and authorization.
- (9) First report of injury.
- (10) Health claims attachments.

Data Aggregation Services - The Plan Administrator for Group Health Plan hereby authorizes and directs **CS** to provide it with data aggregation services as a part of providing the contracted services. Data aggregation, with respect to PHI received by **CS** in its capacity as the business associate of Group Health Plan, is the combining of such PHI by **CS** with PHI received by **CS** in its capacity as a business associate of one or more other covered entities under the Privacy Rule that have also granted this data aggregation service authorization, to permit the creation of data for analyses that relate to the health care operations of the respective covered entities. In connection with these services, the actual PHI received from one covered entity shall not be provided to another covered entity.

- (b) **CS** shall be permitted to disclose the PHI in its possession to a third party for the purpose of **CS**'s proper management and administration or to fulfill any legal responsibilities of **CS** under the Privacy Rule and as an employer of enrolled actuaries; provided, however, that the disclosures are Required By Law or **CS** has received from the third party written assurances that (i) the information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify the **CS** of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (c) If this Agreement provides for payment activity-type services on behalf of more than one group health plan, **CS** may use or disclose PHI obtained as a business associate of one group health plan when undertaking such activities as a business associate of another group health plan. Each group health plan that is a party to this contract hereby authorizes this use or disclosure where this is necessary to secure payment.

CS may de-identify any and all PHI created or received by **CS** under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

Section 4. Obligations of Group Health Plan

- (a) **Use of e-mail** - Whenever possible, only summary health information should be transmitted to **CS**. If it is necessary to use e-mail to communicate PHI, the PHI is to be confined to a password-protected PDF file attachment. In the alternative, e-mail may refer the recipient to an on-line document that only the recipient (or a similarly authorized person) is able to open. The Group Health Plan is responsible for compliance with the Privacy and Security Rules with respect to any PHI it transmits.
- (b) **Provisions for Group Health Plan to Inform Business Associate of Privacy Practices and Restrictions**
 - (1) Group Health Plan shall notify **CS** in writing of any limitation(s) in its notice of privacy practices in accordance with § 164.520, to the extent that such limitation may affect **CS**'s use or disclosure of Protected Health Information. Group Health Plan agrees that it has included, and will include, in its Notice of Privacy Practices required by the Privacy Rule that it may disclose PHI for the purposes described in this Agreement.
 - (2) Group Health Plan shall notify **CS** in writing of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect **CS**'s use or disclosure of PHI.
 - (3) Group Health Plan shall notify **CS** in writing of any restriction to the use or disclosure of PHI to which it has agreed in accordance with § 164.522, to the extent that such restriction may affect **CS**'s use or disclosure of PHI.
 - (4) Group Health Plan shall mitigate, to the extent practicable, any harmful effect that is known to it of a use or disclosure of PHI in violation of the requirements of this Agreement.
- (c) **Permissible Requests by Group Health Plan**

Group Health Plan shall not request **CS** to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Group Health Plan, except as provided in this Agreement regarding data aggregation services.

Section 5. Acknowledgement of Direct Responsibility for Compliance with HIPAA

CS hereby acknowledges that it is fully and directly responsible for compliance with the HIPAA Privacy and Security Rules as those rules were amended by the Health Information Technology for Economic and Clinical Health Act (HITECH). **CS** further acknowledges that it is subject to the civil and criminal enforcement provisions for failure to comply with these rules.

Section 6. Reportable Breach

- (a) **Reporting of Breach to Privacy Officer** - If a Breach should occur as that term is defined in § 164.402, **CS** shall report the Breach of Unsecured Protected Health Information to the Privacy Officer of the Group Health Plan as soon as administratively possible under the circumstances, but in no instance in more than 10 business days after the event is known to an innocent employee or other agent of **CS**, with one exception. **CS** will honor any requested delay made by a law enforcement official that is made in accordance with § 164.412. The Notice of Breach shall contain all the information required under §§ 164.404(c) and 164.410(c). **CS** will also provide to the Privacy Officer of the Group Health Plan information it has regarding who committed the Breach and to whom disclosure was made if this information is relevant to the risk assessment.
- (b) **Reporting of Breach to Individuals** - The Privacy Officer of the Group Health Plan shall remain primarily responsible for providing Notice of Breach to the individuals whose PHI was compromised. In the event of a reportable Breach occurring with respect to Unsecured Protected Health Information while in the possession of **CS**, **CS** will prepare and mail Notices of Breach to the individuals upon the Group Health Plan's provision of the last known address for the individuals. **CS** will assist the Privacy Officer of the Group Health Plan with any report required by HHS. As required under the regulation, the Privacy Officer of the Group Health Plan must make any required media report.

Section 7. Term and Termination

- (a) **Term** - The term of this Agreement shall be effective as of January 1, 2019, and shall terminate when all of the Protected Health Information provided by Group Health Plan to **CS**, or created or received by **CS** on behalf of Group Health Plan, is destroyed or returned to Group Health Plan, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause** - If Group Health Plan believes it has knowledge of a pattern of activity or practice of **CS** that constituted a material breach or violation of **CS**'s obligation under this Agreement including any material breach or violation of its Security Rule compliance obligation, Group Health Plan shall immediately inform **CS** of such belief. **CS** shall respond to such notice within 10 business days with a determination as to whether there has been such a breach or violation. If such a breach or violation is determined to exist, **CS** shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful in the judgment of Group Health Plan, Group Health Plan may elect to terminate this Agreement upon 30 days advanced written notice. Any federal return/report due within 90 days of such notice shall be prepared by **CS** in return for the fee otherwise payable for this service under the underlying agreement governing the provision of administrative services.
- (c) **Effect of Termination**
- (1) Except as provided in Section 7(c)(2), upon termination of this Agreement, for any reason, **CS** shall return or destroy all Protected Health Information received from Group Health Plan, or created or received by **CS** on behalf of Group Health Plan. This provision shall apply to PHI that is in the possession of **CS**'s subcontractors and other agents. **CS** shall retain no copies of the PHI.
- (2) In the event that **CS** determines that returning or destroying the Protected Health Information is infeasible due to (i) the reliance of Group Health Plan on **CS** to preserve its records for purposes of future audits of compliance with ERISA and/or Internal Revenue Code

Pennsylvania Trust

- sections 105 and 125; (ii) the need to comply with retention requirements imposed on enrolled actuaries; or (iii) the preservation of electronic files for business continuity purposes, **CS** shall apply the protections of this Agreement to the PHI and shall not deliberately use or disclose any PHI in its computer system, backup system files, or paper files, except as needed to comply with an audit requested by the State or Federal government or Group Health Plan or to demonstrate compliance with retention requirements governing enrolled actuaries.
- (3) Documentation of PHI disclosures and information related to such disclosures shall be maintained for a period of 6 years following the date of the accountable disclosure.

Section 8. Miscellaneous

- (a) **Amendment** - The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy and Security Rules.
- (b) **No Third Party Beneficiaries** - Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- (c) **Survival** - The respective rights and obligations of **CS** under Section 7(c)(2) and (3) of this Agreement shall survive the termination of this Agreement.
- (d) **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit Group Health Plan and **CS** to comply with the Privacy and Security Rules.
- (e) **Section References** – All regulatory references contained herein are to the 45 Code of Federal Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Business Associate: Pennsylvania Trust

By: Hans E. Aaltgjen 12/18/2020
Signature Date

Title: Chairperson

Requestor: Jersey Shore Area School District

By: _____
Signature Date

Title: _____



Book	Board Policy Manual
Section	100 Programs
Title	Tutoring
Code	116
Status	
Legal	<ol style="list-style-type: none">1. 22 PA Code 4.122. 22 PA Code 4.523. 22 PA Code 11.224. 24 P.S. 13275. 22 PA Code 11.316. 24 P.S. 1117. 23 Pa. C.S.A. 6344 <p>24 P.S. 1205.1 24 P.S. 1332 24 P.S. 1333 22 PA Code 11.33 23 Pa. C.S.A. 6301 et seq</p>

Purpose

The Board recognizes that some students may require special help beyond the regular classroom program.

Guidelines

Wherever possible within the working day, each teaching staff member shall assist assigned students in the remediation of individual learning difficulties. [\[1\]](#)[\[2\]](#)

In cases where extra help is desirable and the parents/guardians request such assistance, the building principal or designee may recommend that the parents/guardians secure tutorial services for the student from a list of available tutors maintained by the school.

Excusal From School

Upon the written request of the parent/guardian, a student may be excused during school hours for tutoring in a field not offered in the district curriculum if such excusal does not interfere with the student's regular program of studies. [\[3\]](#)

The tutor's qualifications must be approved by the Superintendent. [\[3\]](#)

The district may establish reasonable conditions for excusal of a student for such tutoring. [3]

Private Tutoring

The instructional program for students not enrolled in public schools due to private tutoring by a properly qualified private tutor shall comply with state law and regulations. [4] [5]

A properly qualified private tutor shall mean a person who is certified by the Commonwealth to teach in Pennsylvania public schools; who is teaching one (1) or more children who are members of a single family; who provides the majority of instruction to such child or children; and who is receiving a fee or other consideration for instructional services. [4]

Each private tutor shall file with the Superintendent a copy of his/her Pennsylvania certification, state and federal criminal history information and child abuse history clearance. No person who would be disqualified from school employment by the provisions of 24 P.S. § 1-111(e) may be a private tutor. [6] [4] [7]

Annually, the parent/guardian shall provide written assurance to the Superintendent that all instructional requirements are being met. [5]

When the Superintendent receives a complaint that a student is not being provided the required instruction or that a student is not making satisfactory progress, the Superintendent may request evidence of the student's academic progress and documentation that instruction is being provided for the required number of days and hours. [5]

Evidence of satisfactory progress may include samples of student work, assessments, progress reports, report cards and evaluations. Documentation of instructional time may include logs maintained by the tutor or parent/guardian, attendance records, or other records indicating the dates and times instruction was provided. [5]



Book	Board Policy Manual
Section	100 Programs
Title	Homebound Instruction
Code	117
Status	
Legal	1. 24 P.S. 1329 2. 22 PA Code 11.25

Authority

The Board shall provide homebound instruction to students confined to home or hospital for physical disability, illness, injury, urgent reasons, or when such confinement is recommended for psychological or psychiatric reasons. The period of homebound instruction for an individual shall not exceed three (3) months. [\[1\]](#)[\[2\]](#)

Delegation of Responsibility

Application for homebound instruction shall certify the nature of the illness or disability, state the probable duration of the confinement and be recommended by the Superintendent. [\[1\]](#)[\[2\]](#)

The Superintendent shall develop procedures to safeguard the privacy of each child placed on homebound instruction.

The Superintendent or designee may request approval from the Department of Education to extend the period of homebound instruction for an individual, which shall be re-evaluated every three (3) months. [\[2\]](#)

Guidelines

The Board shall provide homebound instruction only for those confinements expected to last at least ten (10) school days. Exceptions may be recommended by the Superintendent.

The program of homebound instruction provided to each student shall be in accordance with the standards established by the state.

The Board reserves the right to withhold homebound instruction when any one (1) of the following occurs:

1. The instructor's presence in the place of a student's confinement presents a hazard to the health of the teacher.
2. A parent/guardian or other adult in authority is not present with the student during the hours of instruction.

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3. The condition of the student precludes any benefit from such instruction.



Book	Board Policy Manual
Section	100 Programs
Title	Extracurricular Activities
Code	122
Status	
Legal	<ol style="list-style-type: none">1. 22 PA Code 12.12. 24 P.S. 53223. 24 P.S. 14254. 20 U.S.C. 4071 et seq5. 24 P.S. 5116. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students7. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities8. Pol. 110 - Instructional Supplies9. Pol. 218 - Student Discipline10. 24 P.S. 532311. Pol. 123.1 - Concussion Management12. Pol. 123.2 - Sudden Cardiac Arrest13. 22 PA Code 12.424 P.S. 5321 et seq

Purpose

The Board recognizes the educational values inherent in student participation in extracurricular activities and supports the concept of student organizations for such purposes as building social relationships, developing interests in a specific area, and gaining an understanding of the elements and responsibilities of good citizenship.

Definitions

For purposes of this policy, extracurricular activities shall be those programs that are sponsored or approved by the Board and are conducted wholly or partly outside the regular school day; are marked by student participation in the processes of initiation, planning, organizing, and execution; and are equally available to all students who voluntarily elect to participate. [\[1\]](#)

For purposes of this policy, an athletic activity shall mean all of the following: [\[2\]](#) [\[3\]](#)

1. An athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with the school, including cheerleading, club-sponsored sports activities and

sports activities sponsored by school-affiliated organizations.

2. Noncompetitive cheerleading that is sponsored by or associated with the school.
3. Practices, interschool practices and scrimmages for all athletic activities.

Authority

The Board shall make school facilities, supplies and equipment available and shall assign staff members for the support of extracurricular activities for students. Such availability and assignment shall be in accordance with the Equal Access Act. [4][5][6][7]

The Board encourages secondary level students to pursue clubs and interests that may not be related directly to any of the curriculum programs offered in the district. In pursuit of such goal and in compliance with law, the Board maintains a limited open forum in which secondary students may meet for voluntary student-initiated activities unrelated directly to the curriculum, regardless of the religious, political, philosophical or other content of the speech related to such activities.

Any extracurricular activity shall be considered under the sponsorship of this Board when it has been approved by the Board upon recommendation of the Superintendent.

The Board shall maintain the program of extracurricular activities at no cost to participating students, except that:

1. The Board's responsibility for provision of supplies shall carry the same exemptions as listed in the Board's policy on regular school supplies. [8]
2. Students may assume all or part of the costs for travel and attendance at extracurricular events and trips.
3. Where eligibility requirements are necessary or desirable, the Board shall be informed and must approve the establishment of eligibility standards before they are operable.

Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist: [9]

1. The conduct occurs during the time the student is traveling to and from school or traveling to and from school-sponsored activities, whether or not via school district furnished transportation.
2. The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.
3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.
4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, for example, a transaction conducted outside of school pursuant to an agreement made in school, that would violate the Code of Student Conduct if conducted in school.
5. The conduct involves the theft or vandalism of school property.
6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities.

Delegation of Responsibility

Each school year, prior to participation in an athletic activity, every student athlete and their parent/guardian shall sign and return the acknowledgement of receipt and review of the following: [\[3\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

1. Concussion and Traumatic Brain Injury Information Sheet.
2. Sudden Cardiac Arrest Symptoms and Warning Signs Information Sheet.

The Superintendent or designee shall develop administrative regulations to implement the extracurricular activities program. All student groups shall adhere to Board policy and administrative regulations.

Guidelines

Guidelines shall ensure that the program of extracurricular activities:

1. Assesses the needs and interests of and is responsive to district students.
2. Invites the participation of parents/guardians and community in developing extracurricular activities. Such participation shall be in accordance with the Equal Access Act. [\[4\]](#)
3. Involves students in developing and planning extracurricular activities.
4. Ensures provision of competent guidance and supervision by staff.
5. Guards against exploitation of students.
6. Provides a variety of experiences and diversity of organizational models.
7. Provides for continuing evaluation of the program and its components.
8. Ensures that all extracurricular activities are open to all students and that all students are fully informed of the opportunities available to them. [\[1\]](#)[\[13\]](#)

Equal Access Act

The district shall provide secondary students the opportunity for noncurriculum-related student groups to meet on the school premises during noninstructional time for the purpose of conducting a meeting within the limited open forum on the basis of religious, political, philosophical, or other content of the speech at such meetings. Such meetings must be voluntary, student-initiated, and not sponsored in any way by the school, its agents or employees. [\[4\]](#)

Noninstructional time is the time set aside by the school before actual classroom instruction begins, after actual classroom instruction ends, or during the lunch hour.

The meetings of student groups cannot materially and substantially interfere with the orderly conduct of the educational activities in the school.

The Superintendent or designee shall establish the length of sessions, number per week, and other limitations deemed reasonably necessary.

The district retains the authority to maintain order and discipline on school premises in order to protect the well-being of students and employees and to ensure that student attendance at such meetings is voluntary.



Book	Board Policy Manual
Section	100 Programs
Title	Interscholastic Athletics
Code	123
Status	
Legal	<ol style="list-style-type: none">1. 22 PA Code 4.272. 24 P.S. 1601-C et seq3. 34 CFR 106.414. Pol. 103 - Nondiscrimination/Discriminatory Harrassment - School and Classroom Practices5. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities6. 24 P.S. 5117. Pol. 204 - Attendance8. Pol. 218 - Student Discipline9. 24 P.S. 532310. 24 P.S. 142511. Pol. 123.1 - Concussion Management12. Pol. 123.2 - Sudden Cardiac Arrest13. 22 PA Code 12.114. 22 PA Code 12.415. 24 P.S. 1603-C24 P.S. 5321 et seq

Purpose

The Board recognizes the value of a program of interscholastic athletics as an integral part of the total school experience for all district students and as a conduit for community involvement.

The program fosters the growth of school loyalty within the student body as a whole and stimulates community interest.

The game activities and practice sessions provide opportunities to teach the values of competition, sportsmanship, and teamwork.

Definition

For purposes of this policy, the program of interscholastic athletics shall include all activities

relating to competitive or exhibition sport contests, games or events involving individual students or teams of students when such events occur between schools within this district or outside this district.

Authority

It shall be the policy of the Board to offer opportunities for participation in interscholastic athletic programs to male and female students on as equal a basis as is practicable and without discrimination, in accordance with law and regulations. [1][2][3][4][5]

The Board shall approve a program of interscholastic athletics and require that all facilities utilized in that program, whether or not the property of this Board, properly safeguard both players and spectators and are kept free from hazardous conditions. [6]

The Board shall determine the standards of eligibility to be met by all students participating in an interscholastic program. Such standards shall require that each student, before participating in any interscholastic activity, be covered by student accident insurance; be free of injury; and undergo a physical examination by a licensed physician. [6]

The Board further adopts those eligibility standards set by the Constitution of the Pennsylvania Interscholastic Athletic Association.

The Board directs that no student may participate in interscholastic athletics who has not: [6]

1. Met the requirements for academic eligibility.
2. Complied with the requirements of the Athletic Handbook.
3. Complied with the requirements of the Code of Conduct for Interscholastic Athletics and Board policies and administrative regulations related to student discipline.
4. Attended school regularly. [7]
5. Been in attendance on the day of the athletic event or practice for the hours required.
6. Returned all school athletic equipment previously used.
7. Adhered to applicable discipline standards. [8]

Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property and would otherwise violate the Code of Student Conduct if any of the following circumstances exist: [8]

1. The conduct occurs during the time the student is traveling to and from school or traveling to and from school-sponsored activities, whether or not via school district furnished transportation.
2. The student is a member of an extracurricular activity and has been notified that particular off-campus conduct could result in exclusion from such activities.
3. Student expression or conduct materially and substantially disrupts the operations of the school, or the administration reasonably anticipates that the expression or conduct is likely to materially and substantially disrupt the operations of the school.
4. The conduct has a direct nexus to attendance at school or a school-sponsored activity, for example, a transaction conducted outside of school pursuant to an agreement made in school, that would violate the Code of Student Conduct if conducted in school.

5. The conduct involves the theft or vandalism of school property.
6. There is otherwise a nexus between the proximity or timing of the conduct in relation to the student's attendance at school or school-sponsored activities.

Delegation of Responsibility

Each school year, prior to participation in an interscholastic athletic activity, every student athlete and their parent/guardian shall sign and return the acknowledgement of receipt and review of the following: [\[9\]](#) [\[10\]](#) [\[11\]](#) [\[12\]](#)

1. Concussion and Traumatic Brain Injury Information Sheet.
2. Sudden Cardiac Arrest Symptoms and Warning Signs Information Sheet.

The Superintendent or designee shall annually prepare, approve and present to the Board for its consideration a program of interscholastic athletics, which shall include a complete schedule of events. The Superintendent shall inform the Board of changes in that schedule as they occur.

The Superintendent or designee shall disseminate rules for the conduct of students participating in interscholastic athletics. Such rules shall be in conformity with regulations of the State Board of Education, the P.I.A.A. and the school district.

The Superintendent shall ensure that similar athletic programs are offered to both sexes in proportion to the district's enrollment.

The Superintendent shall ensure that interscholastic athletics are open to all eligible students and that all students are fully informed of the opportunities available to them. [\[13\]](#) [\[14\]](#)

Guidelines

Male/Female Athletic Opportunities Report

By October 15 of each year, on the designated disclosure form, the Superintendent or designee shall report to the PA Department of Education the interscholastic athletic opportunities and treatment for male and female secondary school students for the preceding school year. [\[15\]](#)

By November 1 of each year, the completed disclosure form shall be made available for public inspection during regular business hours and posted on the district's website. [\[15\]](#)

The availability of the completed disclosure form shall be announced by posting a notice on school bulletin boards, in the school newspaper, on any electronic mailing list or list serve, and by any other reasonable means. [\[15\]](#)



Book	Board Policy Manual
Section	100 Programs
Title	Sudden Cardiac Arrest
Code	123.2
Status	
Legal	<ol style="list-style-type: none">1. 24 P.S. 14252. Pol. 123 - Interscholastic Athletics3. Pol. 122 - Extracurricular Activities Pol. 822 - Automated External Defibrillator (AED)/Cardiopulmonary Resuscitation (CPR)

Authority

The Board recognizes the importance of ensuring the safety of students participating in the district's athletic programs. This policy has been developed to provide guidance for prevention and recognition of sudden cardiac arrest in student athletes. [\[1\]](#)

Definition

Athletic activity shall mean all of the following: [\[1\]](#)

1. Interscholastic athletics. [\[2\]](#)
2. An athletic contest or competition, other than interscholastic athletics, that is sponsored by or associated with the district, including cheerleading, club-sponsored sports activities and sports activities sponsored by school-affiliated organizations. [\[3\]](#)
3. Noncompetitive cheerleading that is sponsored by or associated with the district. [\[3\]](#)
4. Practices, interschool practices and scrimmages for all athletic activities, as defined above. [\[2\]](#)[\[3\]](#)

Delegation of Responsibility

Each school year, prior to participation in an athletic activity, every student athlete and their parent/guardian shall sign and return the acknowledgement of receipt and review of the Sudden Cardiac Arrest Symptoms and Warning Signs Information Sheet that includes information about electrocardiogram testing. [\[1\]](#)

Guidelines

The school shall hold an informational meeting prior to the start of each athletic season for all competitors regarding the symptoms and warning signs of sudden cardiac arrest and information

about electrocardiogram testing. In addition to the student athletes, such meetings may include parents/guardians, coaches, other appropriate school officials, physicians, cardiologists, and athletic trainers. [\[1\]](#)

Removal From Play

A student who, as determined by a game official, coach from the student's team, certified athletic trainer, licensed physician, or other official designated by the district, exhibits signs or symptoms of sudden cardiac arrest while participating in an athletic activity shall be removed by the coach from participation at that time. [\[1\]](#)

Any student known to have exhibited signs or symptoms of sudden cardiac arrest prior to or following an athletic activity shall be prevented from participating in athletic activities. [\[1\]](#)

Return to Play

The coach shall not return a student to participation until the student is evaluated and cleared for return to participation in writing by a licensed physician, certified registered nurse practitioner or cardiologist. [\[1\]](#)

Training

All coaches shall annually, prior to coaching an athletic activity, complete the sudden cardiac arrest training course offered by a provider approved by the PA Department of Health. [\[1\]](#)

Penalties

A coach found in violation of the provisions of this policy related to removal from play and return to play shall be subject to the following minimum penalties: [\[1\]](#)

1. For a first violation, suspension from coaching any athletic activity for the remainder of the season.
2. For a second violation, suspension from coaching any athletic activity for the remainder of the season and for the next season.
3. For a third violation, permanent suspension from coaching any athletic activity.



Book	Board Policy Manual
Section	100 Programs
Title	Resource Materials
Code	109
Status	
Legal	<ol style="list-style-type: none">1. 24 P.S. 8012. 24 P.S. 8033. Pol. 006 - Meetings4. Pol. 105.1 - Review of Instructional Materials by Parents/Guardians and Students 24 P.S. 807.1 Pol. 610 - Purchases Subject to Bid/Quotation

Authority

The Board shall, by an affirmative vote of a majority of the full Board, provide resource materials that implement, support and enrich the educational program of district schools. [\[1\]](#)[\[2\]](#)[\[3\]](#)

Definition

Resource materials shall include nonfiction and fiction books, magazines, reference books, supplementary titles, multimedia and digital materials, software and instructional material.

Delegation of Responsibility

The Superintendent shall be responsible for the recommendation of all resource materials. No adoption or change of materials shall be made without the Superintendent's recommendation, except by a two-thirds vote of the Board. [\[2\]](#)

The Superintendent or designee shall establish administrative regulations for the selection of resource materials.

A list of resource materials provided by the district shall be maintained by the Superintendent and shall be available to Board members, district staff, students, parents/guardians and community members. [\[4\]](#)

Guidelines

Special Review Committee

The district Superintendent shall appoint a representative committee made up of administrators, faculty and the Chairperson of the Curriculum Committee of the Board to consider the complaint.

It is understood that the personnel of this committee would be comprised of people who would have a direct bearing on the issue. The best interests of the student, the school and the curriculum shall be given utmost consideration. The decision shall be by a majority vote of those present constituting a quorum and submitted, in writing, to the Superintendent. A copy of the report shall be sent to the complainant by the Superintendent.



Book	Board Policy Manual
Section	100 Programs
Title	Instructional Supplies
Code	110
Status	
Legal	1. 24 P.S. 801 2. 22 PA Code 12.11

Authority

The Board shall supply each staff member and student with the supplies and equipment that are deemed necessary for implementation of the approved educational program. [\[1\]](#)

The Board may require that students provide certain supplies for participation in extracurricular activities.

Guidelines

When individualized and nonreusable clothing or equipment is necessary for reasons of safety or health, students shall be required to provide their own clothing or equipment, which shall meet standards set by the school. Such standards shall be reasonably related to considerations of safety, health and protection of property. [\[2\]](#)

When provision of instructional supplies imposes a financial hardship on a student, the school district will assume the cost.

When students prepare useful items they are permitted to keep, they shall pay the district the cost of the materials used.

Delegation of Responsibility

The Superintendent shall establish administrative regulations to ensure that no student is denied participation in the educational program for financial reasons and to guard the privacy of each student.



Book	Board Policy Manual
Section	100 Programs
Title	Guidance Counseling
Code	112
Status	Active
Legal	<ol style="list-style-type: none">1. 22 PA Code 4.342. 22 PA Code 12.413. 22 PA Code 12.164. Pol. 207 - Confidential Communications of Students5. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students6. Pol. 103.1 - Nondiscrimination - Qualified Students with DisabilitiesPol. 146 - Student Services
Adopted	September 8, 2008
Last Revised	October 12, 2020

Purpose

A guidance counseling program is an integral part of the instructional program of district schools. Such a program can:

1. Assist students in achieving their optimum potential.
2. Enable students to significantly benefit from the offerings of the instructional program.
3. Identify intellectual, emotional, social and physical needs.
4. Aid students in recognizing options and making choices in vocational and academic educational planning. [\[1\]](#)
5. Assist students in identifying career options consistent with their abilities and goals.
6. Help students learn to make their own decisions and to solve problems independently.

Authority

The Board directs that students shall be provided a program of guidance and counseling which involves the coordinated efforts of all staff members, under the professional leadership of certificated guidance and counseling personnel. [\[1\]](#)[\[2\]](#)

Delegation of Responsibility

The Superintendent or designee is directed to implement and maintain a guidance program that serves the needs of students.

Guidelines

The district's program of guidance counseling shall:

1. Be an integral part of the instructional program at all levels of the school district.
2. Involve staff members at every appropriate level.
3. Honor the individuality of each student.
4. Be coordinated with services provided by locally available social and human services agencies. [\[3\]](#)
5. Cooperate with parents/guardians and address their concerns regarding the development of their child.
6. Provide means for sharing information among appropriate staff members in the best interests of the student. [\[4\]](#)
7. Be available equally to all students. [\[5\]](#)[\[6\]](#)
8. Establish a referral system that utilizes resources offered by the school and community, guards the privacy of the student, and monitors the effectiveness of such referrals.



Book	Board Policy Manual
Section	100 Programs
Title	Behavior Support
Code	113.2
Status	

Legal

1. [22 PA Code 14.133](#)
 2. [22 PA Code 14.145](#)
 3. [20 U.S.C. 1414](#)
 4. [34 CFR 300.114](#)
 5. [34 CFR 300.324](#)
 6. [20 U.S.C. 1415](#)
 7. [34 CFR 300.34](#)
 8. [34 CFR 300.530](#)
 9. Pol. 113 - Special Education
 10. Pol. 113.1 - Discipline of Student with Disabilities
 11. Pol. 113.3 - Screening and Evaluations for Students with Disabilities
 12. [22 PA Code 14.143](#)
 13. [24 P.S. 1302.1-A](#)
 14. [22 PA Code 10.2](#)
 15. [22 PA Code 10.21](#)
 16. [22 PA Code 10.22](#)
 17. [22 PA Code 10.23](#)
 18. [22 PA Code 10.25](#)
 19. [22 PA Code 14.104](#)
 20. [34 CFR 300.535](#)
 21. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities
 22. Pol. 218 - Student Discipline
 23. Pol. 218.1 - Weapons
 24. Pol. 218.2 - Terroristic Threats
 25. Pol. 222 - Tobacco/Nicotine
 26. Pol. 227 - Controlled Substances/Paraphernalia
 27. Pol. 805.1 - Relations with Law Enforcement Agencies
 - [24 P.S. 1303-A](#)
 - [20 U.S.C. 1400 et seq](#)
 - [34 CFR Part 300](#)
- [Pennsylvania Training and Technical Assistance Network, Question and Answer Compendium, January 2020](#)

Purpose

Students with disabilities shall be educated in the least restrictive environment (LRE) in accordance with their Individualized Education Program (IEP), and shall only be placed in settings other than the regular education class when the nature or severity of the student's disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily and cannot meet the needs of the student. The IEP team for a student with a disability shall develop a Positive Behavior Support Plan if the student requires specific intervention to address behavior that interferes with learning. The identification,

evaluation, and plan or program shall be conducted and implemented in accordance with state and federal laws and regulations. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Authority

The Board directs that the district's behavior support programs shall be based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including de-escalation techniques. Behavior support programs and plans shall be based on a functional behavioral assessment and shall include a variety of research-based techniques to develop and maintain skills that will enhance students' opportunity for learning and self-fulfillment. [\[1\]](#)[\[3\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Definitions

The following terms shall have these meanings, unless the context clearly indicates otherwise. [\[1\]](#)

Aversive techniques - deliberate activities designed to establish a negative association with a specific behavior.

Behavior support - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

Positive Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student's IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.

Positive techniques - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.

Restraints - application of physical force, with or without the use of any device, designed to restrain free movement of a student's body, excluding the following:

1. Briefly holding a student, without force, to calm or comfort the student.
2. Guiding a student to an appropriate activity.
3. Holding a student's hand to escort the student safely from one area to another.
4. Hand-over-hand assistance with feeding or task completion.
5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's parents/guardians and specified in the IEP.
6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices.

Seclusion - confinement of a student in a room, with or without staff supervision in the same room at all times, in order to provide a safe environment to allow the student to regain self-control.

Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require,

because of such disabilities, special education and related services. [9]

Delegation of Responsibility

The Superintendent or designee shall ensure that this Board policy is implemented in accordance with federal and state laws and regulations.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall provide regular training and retraining of staff in the use of specific procedures, methods and techniques, including de-escalation techniques, emergency responses, restraints and seclusion, that will be used to implement positive behavior supports or interventions in accordance with students' IEPs, Positive Behavior Support Plans and Board policy. [1]

The Superintendent or designee shall maintain and report data on the use of restraints, as required. Such report shall be readily available for review during the state's cyclical compliance monitoring. Procedures shall be established requiring reports to be made to the district by entities educating students with disabilities who attend programs or classes outside the district, including private schools, agencies, intermediate units and career and technical schools. [1]

Guidelines

Development of a separate Positive Behavior Support Plan is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP. [1] [5]

When an intervention is necessary to address problem behavior, the positive techniques and types of intervention chosen for a student shall be the least intrusive necessary.

Physical Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective. [1]

The Director of Special Education or designee shall notify the parent/guardian as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall convene a meeting of the IEP team within ten (10) school days of the use of restraints, unless the parent/guardian, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised Positive Behavior Support Plan, or a change of placement to address the inappropriate behavior. [1]

The use of restraints shall not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be included in an IEP with parental consent only if: [1]

1. The restraint is used with specific component elements of a Positive Behavior Support Plan.
2. The restraint is used in conjunction with teaching socially appropriate alternative skills or behaviors.
3. Staff are authorized to use the restraint and have received appropriate training.
4. Positive Behavior Support Plan includes efforts to eliminate the use of restraints.

Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of a student when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians. [\[1\]](#)

Mechanical restraints shall prevent a student from injuring the student or others, or promote normative body positioning and physical functioning.

Seclusion

The district permits involuntary seclusion of a student for a limited period of time in accordance with the student's IEP or in an emergency to prevent immediate or imminent injury to the student or others, but the seclusion must be the least restrictive alternative. District staff shall provide continuous supervision of students in seclusion, which need not always involve presence of staff within the same room.

The district prohibits the seclusion of students in locked rooms, locked boxes and other structures or spaces from which the student cannot readily exit. [\[1\]](#)

Aversive Techniques

The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs: [\[1\]](#)

1. Corporal punishment.
2. Punishment for a manifestation of a student's disability.
3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit.
4. Noxious substances.
5. Deprivation of basic human rights, such as withholding meals, water or fresh air.
6. Suspensions constituting a pattern as defined in state regulations. [\[12\]](#)
7. Treatment of a demeaning nature.
8. Electric shock.
9. Methods implemented by untrained personnel.
10. Prone restraints, which are restraints by which a student is held face down on the floor.

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the local police department that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's Positive Behavior Support Plan. [\[1\]](#)[\[6\]](#)[\[9\]](#)[\[10\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

For a student with a disability who has a Positive Behavior Support Plan at the time of referral, subsequent to notification to law enforcement, the district shall convene the student's IEP team

and an updated functional behavioral assessment and Positive Behavior Support Plan shall be required. [1][11][17]

If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Director of Special Education or designee shall ensure that the responsible school district or intermediate unit is informed of the need to update the student's functional behavioral assessment and Positive Behavior Support Plan. [1]

For a student with a disability who does not have a Positive Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a Positive Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy. [1][17]

Relations With Law Enforcement

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district. [9][17][19][27]

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program. [1][9][17][19][27]



Book	Board Policy Manual
Section	100 Programs
Title	Gifted Education
Code	114
Status	
Legal	<ol style="list-style-type: none">1. 24 P.S. 13712. 22 PA Code 4.283. 22 PA Code 16.1 et seq4. 22 PA Code 4.135. 22 PA Code 16.46. Pol. 100 - Comprehensive Planning7. 22 PA Code 16.28. 22 PA Code 16.219. 22 PA Code 16.2210. 22 PA Code 16.2311. 22 PA Code 16.3212. 22 PA Code 16.3313. 22 PA Code 16.6314. 22 PA Code 16.6115. 22 PA Code 16.6216. 22 PA Code 16.4117. 22 PA Code 16.6518. 20 U.S.C. 1232g19. Pol. 216 - Student Records <p>22 PA Code 11.12</p> <p>Pol. 113 - Special Education</p>

Authority

In accordance with the Board's philosophy to develop the special abilities of each student, the district shall provide gifted education services and programs designed to meet the individual educational needs of identified students. [\[1\]](#)[\[2\]](#)[\[3\]](#)

The district shall develop and implement a gifted education plan every six (6) years, as required by law and regulations. Prior to approval by the Board, the gifted education plan shall be made

available for public inspection and comment in the district's administrative offices and the publicly accessible district website for a minimum of twenty-eight (28) days. [\[4\]](#) [\[5\]](#) [\[6\]](#)

The district's gifted education plan shall address:

1. The district's process for identifying gifted children in need of specially designed instruction.
2. The gifted special education programs offered by the district.
3. Reports of gifted students, personnel and program elements, and costs, as required by the Department of Education.

The Board may enter into a cooperative agreement with BLAST Intermediate Unit No. 17 to provide gifted education services and programs. [\[7\]](#)

The Board directs that the district's gifted education program shall provide the following:

1. System to locate and identify all students within the district who are thought to be gifted and in need of specially designed instruction. [\[8\]](#)
2. Screening and evaluation process that meets state requirements, to determine students' educational needs. [\[8\]](#)
3. Procedures to determine whether a student is mentally gifted. [\[8\]](#)
4. Gifted Individualized Education Plan (GIEP) developed, and subsequently modified, for each student based on his/her unique needs and the written report of the Gifted Multidisciplinary Team (GMDT). [\[9\]](#) [\[10\]](#) [\[11\]](#) [\[12\]](#)
5. Safeguards for the due process rights of gifted students. [\[13\]](#)
6. Notification to teachers of their responsibilities to each of their identified gifted students, as provided in the student's Gifted Individualized Education Plan (GIEP). [\[11\]](#)

The district shall provide all required notices and information to parents/guardians of gifted students, document all consents and responses of parents/guardians, and adhere to all established timelines. [\[11\]](#) [\[14\]](#) [\[15\]](#)

Guidelines

The district shall make the Permission To Evaluate form readily available to parents/guardians. If an oral request is made to an administrator or professional employee, s/he shall provide the form to the parents/guardians within ten (10) calendar days of the oral request. [\[8\]](#)

Caseloads/Class Size

The Board directs the Superintendent and designated administrators to annually assess the district's delivery of gifted services and programs, in order to: [\[16\]](#)

1. Ensure the ability of assigned staff to provide the services required in each identified student's GIEP.
2. Address the educational placements for gifted students within the district.
3. Limit the total number of gifted students that can be on an individual gifted teacher's caseload to a maximum of sixty-five (65) students.
4. Limit the total number of gifted students that can be on an individual gifted teacher's class roster to a maximum of twenty (20) students.

The district may make a written request to the Secretary of Education to waive the applicable caseload and class size maximums in extenuating circumstances. [\[16\]](#)

Confidentiality of Student Records

All personally identifiable information regarding a gifted student shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, State Board of Education regulations, and Board policy. [\[17\]](#) [\[18\]](#) [\[19\]](#)

Awareness Activities

The Superintendent or designee shall annually conduct awareness activities to inform parents/guardians of school-aged children residing within the district of its gifted education services and programs, and how to request these services and programs. [\[8\]](#)

Awareness activities may include providing written notice of the district's gifted education program through local newspapers, other media, student handbooks and the district website.

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement this policy.

**VERIZON WIRELESS LIMITED DISTANCE LEARNING
AUTHORIZED CUSTOMER AGREEMENT**

This agreement (“Authorized Customer Agreement” or “Agreement”) is made by and between Celco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement (“Verizon Wireless”) and Patrick McCormick, having its principal place of business at Jersey Shore Area School District (“Authorized Customer” or “Customer”), a Qualifying School (as defined below).

Whereas, Verizon entered into an Agreement with the Commonwealth of Massachusetts where Verizon agreed to allow Kindergarten through 12th grade public schools from Connecticut, Delaware, Maryland, New Hampshire, Pennsylvania, Rhode Island, Vermont, or Washington D.C. (each a “Qualifying School” and together “Qualifying Schools”) to purchase “DISTANCE LEARNING DATA PLAN and EQUIPMENT OFFERING(S)” at discounted rates.

Whereas, Verizon and Authorized Customer have agreed to the sale of the discounted “DISTANCE LEARNING “DATA PLAN and EQUIPMENT OFFERING(S)” to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

Definitions:

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment necessary to provide the “DISTANCE LEARNING” DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
3. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The “DISTANCE LEARNING” data service and plan.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the Corona virus (COVID-19) Pandemic National Emergency has been lifted, or mutually agreed upon date. It is expressly understood and agreed that neither party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either party may decide in its sole discretion to not renew this Agreement

Purchases by Customer: The Special Provisions of Amendment 3 to the Commonwealth of Massachusetts, Operational Services Division (COMA OSD) Information Technology – Telecommunications Contract number ITT72 (“COMA ITT72”) Agreement – Amendment 3, effective July 29, 2020 negotiated rates for the “DISTANCE LEARNING” DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to Qualifying Schools subject to the following and the terms of this Agreement. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. COMA OSD will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the COMA ITT72 Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support Qualifying Schools within the state where Authorized Customer is located. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer is not a Qualifying School. Authorized Customer must provision the Data Plan with Mobile Device Management software to ensure CIPA Compliance.

In order for the Authorized Customer to benefit from pricing under the COMA ITT72 Agreement, the Authorized Customer agrees to the disclosure by Verizon of Authorized Customer account information as part of the contractual reporting requirements to COMA OSD.

Customer must provide to Verizon Wireless written notice of those individuals in Customer’s agency that have legal authority to



purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your “Points of Contact”). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer’s employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party to act as its Point of Contact as long as Customer signs Verizon Wireless’s letter of agency naming the third party and indicating the scope of its authority.

Monthly Bills: Customer’s billing and shipping addresses must be in Verizon Wireless’s licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the “Taxes; Surcharges; Exemptions” section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer’s notice.

Payment Terms: Customer is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer’s use of the Product and Service or take action as set forth in the applicable Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a “Tax”), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a “Surcharge”). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUIPMENT pricing to Qualifying Schools is exempt from this Confidentiality provision, provided they are required to comply with this provision.

Assignment: Any assignment requires the Parties’ prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.



Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer: Jersey Shore Area School District

Customer

Contact Name: Patrick McCormick

Title: Director of Technology

Address

175 A & P Drive

Address

Jersey Shore, PA 17740

If to Verizon:

Verizon Wireless

Director- Contract Mgmt., State & Local Government

10170 Junction Drive, Floor 02

Annapolis Junction, MD 20701

Governing Law; Venue; Jurisdiction: Both Parties agree that the laws of the state where Authorized Customer is located shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.



SIGNATURES

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

Customer: Jersey Shore Area School District		Cellco Partnership d/b/a Verizon Wireless	
Signature:	Date: 12/21/2020	Signature:	Date:
Printed Name: Patrick McCormick		Printed Name: Clifton Miller, Jr.	
Title: Director of Technology		Title: Director – Contract Management	

Exhibit A

DATA PLAN AND EQUIPMENT OFFERING(S)

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning	
Government Liable Subscribers Only on Customer Provided Equipment	
The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	\$15.00
Domestic Data Allowance	Unlimited
NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless’ network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless.	

Customer will be charged a monthly access of \$15.00 per device, per month, for EQUIPMENT that does not remain in service for a minimum of three (3) months.

EQUIPMENT OFFERING(S):

- Verizon 900L/900LS Jetpack or comparable device is available for \$60.00 per device;
- Verizon 8800L Jetpack or comparable device is available for \$149.99 per device;
- If additional devices (only Chromebooks, Tablets, or MiFis are allowed) are needed, only equipment purchased from Verizon at the price provided hereunder or the full retail price, or from original equipment manufacturers (OEM) may be afforded the service pricing under this modification. Devices purchased from OEMs must be certified for use on the Verizon Wireless network.

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

- **Asavie Moda** is a network-based “all-in-one” web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer’s Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.



Asavie Moda Government Distance Learning Customers Only					
The price below reflects the monthly access discounts. No additional discounts apply.					
Description	SKU Name	Plan ID	Minimum Order Quantity	Annual	Monthly
'Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual)	1+	\$42.00	\$3.50
		677971 (Monthly)			
Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.					
'Asavie Moda for MPN Gov Customers – Does require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.					
Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulaagreement-government.htm . Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.					

Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.



**Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA)
Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]**

The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.

Mobile Broadband and metered data plans or features only

Configuration	Cost			
Per Account FES Connect Set-Up (One time fee)	\$1500.00			
	Private Network Only	Private Network with DMNR	Private Network with SBA	Static IP Only
Per Account Level Set-Up (One time fee)	Waived	\$250.00	\$250.00	Waived
DMNR or SBA (Per build)	\$250.00 (Adding to existing Private Network Only)			

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.

Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.



Exhibit B
WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

1. Definitions: The definitions in the Authorized Customer Agreement are incorporated herein by reference.

2. Line Term and Termination

2.1. Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

2.2. Termination of Agreement: Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

3. Rates and Charges: The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

4. Equipment

4.1. Equipment Purchased from Verizon Wireless: Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt. Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

4.2. Shipping; Risk of Loss; Acceptance: Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

4.3. Equipment Purchased from Original Equipment Manufacturer (OEM): Customer may activate Equipment that Customer purchases from OEMs, but that Equipment must be on Verizon Wireless' approved Equipment list when



Customer activates them. OEMs establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such OEM Equipment or Customer's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Customer will be responsible.

4.4. Only Equipment purchased from Verizon Wireless or directly from OEMs may be placed on the Data Plan.

4.5. Lost or Stolen Equipment: If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

- 5. Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.
- 6. Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.
- 7. No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
- 8. DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.



Exhibit C
AUTHORIZED CONTACTS LIST

Customer FEIN Number: _____

Verizon Wireless Sales Representative Name/Phone/GID: _____

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email
Benjamin Enders	Business Manager	570-398-5050	benders@jasd.org
Dr. Brian Ulmer	Superintendent	570-398-1561	bulmer@jasd.org





GRADUATE PROGRAM
IN COUNSELING

AFFILIATION AGREEMENT

THIS AGREEMENT is made between the MESSIAH UNIVERSITY GRADUATE PROGRAM IN COUNSELING, (hereinafter referred to as "University") and Jersey Shore Area School District (hereinafter "District"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Education of Students.* The University shall assume full responsibility for the coursework of its counseling students. The University shall be responsible for the administration of the program, the curriculum content, as well as the requirements for matriculation, grading, and graduation.
- b. *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 University and should any student fail to abide by any policy and/or procedure, he or she may be subject to removal from the DISTRICT or the Counseling Program.
- c. *Designation of Faculty Supervisor.* The University will assign a faculty supervisor to facilitate regular communication between the University and the Site Supervisor. The faculty supervisor will initiate contact at least every four weeks throughout the semester via phone or email.
- d. *Provision to Site Supervisors.* The University will provide orientation, assistance, consultation, and professional development opportunities to the Site Supervisor.
- e. *Professional Liability Insurance.* All students shall be responsible for obtaining professional liability insurance at their own expense. The limits of the policy shall be 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 field experience.

II. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. *Establishment of Field Experience Opportunities.* The DISTRICT authorizes the use of its facilities as may be agreed upon by the University and the University as a field experience site for graduate counseling students. This field experience is for students enrolled in the University's Graduate Program in Counseling. This field experience is required by the Council for Accreditation of Counseling & Related Educational Programs (CACREP).

- b. *Policies of DISTRICT.* The DISTRICT will review with each student, prior to the beginning of the field experience, any and all applicable policies, codes or confidentiality issues related to the experience.
- c. *Administration.* The DISTRICT will have sole authority and control over all aspects of services to its clientele. The DISTRICT will be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Student.* The DISTRICT shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the DISTRICT should immediately contact the University's Faculty Supervisor and Practicum & Internship Coordinator.
- e. *Supervision of Students.* The DISTRICT shall designate a person to serve as a site supervisor who:
 - i. has a minimum of a master's degree in counseling or a related profession
 - ii. has the appropriate certification and/or license and a minimum of two years of experience in the counseling field
 - iii. has relevant training in counseling supervision
 - iv. is willing to complete the orientation module provided by the University
 - v. is willing to dedicate an average of at least one hour per week to supervise the student which involves some examination of student work using observation and/or live supervision
 - vi. will provide opportunities for the student to engage in a variety of counseling activities
 - vii. will communicate regularly with the University faculty supervisor in order to discuss, plan, and evaluate the student's experience
 - viii. will contact the faculty supervisor immediately if any problem or change in relation to the student or site occur
 - ix. *will participate in a live scheduled meeting with the faculty supervisor shortly after the midterm evaluation has been submitted. This meeting may take place as a phone or video conference, or site visit.*
- f. *Reporting of Student Progress.* The site supervisor will complete all evaluation forms and other reports required by the University in a timely manner. This includes mid-term and final evaluations.
- g. *Student Records.* The DISTRICT 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.

III. THE PRACTICUM/INTERNSHIP STUDENT AGREES

- a. *To submit a resume and any necessary documentation to the site/site supervisor;*
- b. *To adhere to the administrative policies, rules, standards, schedules, and practices of the site and University;*
- c. *To be punctual and present at the scheduled times of the student's practicum/internship;*
- d. *To retain professional liability insurance at their own expense for the duration of the experience;*
- e. *To participate in each Tuesday/Thursday faculty led group supervision session;*
- f. *To ensure each client he/she works with signs the Counseling program's Informed Consent Form;*
- g. *To complete the necessary evaluations, including a midterm and final self-evaluation and evaluation of the student's site;*
- h. *To complete hours at the site only within the contracted dates of the semester.*

IV. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this agreement shall be for five (5) years from the original date of enactment. This is the maximum permitted length of such agreements and this time runs regardless of breaks in participation. At the end of this term a new affiliation agreement must be executed before student field experiences can occur.
- b. *Termination of Agreement.* The University or the DISTRICT may terminate this Agreement for any reason with ninety (90) day notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the DISTRICT 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.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VII 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.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Liability.* 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 contract.

- g. *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.
- h. *Entire Agreement.* This agreement represents the entire understanding between parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship
- i. *Effective Date.* This agreement will become effective the day after it is signed by the Director of the Graduate Program in Counseling/Provost of Graduate Programs.

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

Messiah University

Jersey Shore Area School District

Authorized Signature

Authorized Signature

Print Name

Mr. Craig Allen

Print Name

Director, Graduate Program of Counseling
Title

Board President

Title

Date

Date

AFFILIATION AGREEMENT

ADDENDUM I

This addendum to the Agreement is to identify the specific student to be assigned to DISTRICT for the dates listed below and to verify that the student and faculty supervisor have read and understood this agreement.

This placement must extend over the entire semester established for the practicum or internship experience and may only take place during the contracted dates of the semester beginning

_____ through _____
Month/Day/Year Month/Day/Year

SIGNATURES

_____ Date: _____
(Student)

I acknowledge that checking this box electronically serves the same purpose as affixing my original signature to this document.

_____ Date: _____
(Faculty Supervisor)

I acknowledge that checking this box electronically serves the same purpose as affixing my original signature to this document.