

**Jersey Shore Area School District**  
**Board of Education – Regular Meeting**  
(held virtually using video conference calling)  
Minutes of March 8, 2021

**A. Opening**

**1. Call to Order:** Mr. Craig Allen, President, called the meeting to order at 7:25 p.m.

**2. Roll Call:**

Members Present: Mr. Craig Allen, Mr. David Becker, Mr. Harry Brungard, Ms. Patrice Doeblер, 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. Approvals**

**1. Minutes:**

**Motion:** A motion was made by Wayne Kinley and seconded by David Becker to approve the following Minutes, as listed on the Agenda:

a. February 10, 2021    Capital Projects Committee Meeting (Virtual)

A roll call vote was taken as listed below:

David Becker	Yes	Harry Brungard	Yes
Patrice Doeblер	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.

**C. Presentations**

**1. Communications:**

- a. Letter received from PDE stating the Act 1 referendum was approved.
- b. Congratulated Juli Dincher, Avis Elementary Building Secretary, as February Employee of the month.
- c. Letters were received from Pennsylvania College of Technology and Lock Haven University in support of a Health Careers program.

**2. President’s Report:**

- a. An Executive session was held by the Board Negotiating committee beginning at 5:30 p.m.
- b. An executive session was held by the whole Board beginning at 6:00 p.m. for legal and personnel issues.

**3. Intermediate Unit Report:** None

**4. Student Representative Report:**

- a. Robert sent an email to students in grades 9-12 as a poll regarding interest in a Health Career program. Most responses were from females and a good portion were from students who are freshmen this school year, in support of a Health Career program..
- b. FBLA did a second #weSHOREcare event and delivered grant monies and flowers to local eldercare facilities.

**5. Superintendent's Report:**

- a. PFM Presentation - Jamie Doyle
- b. High School and CTE budget presentation - Steven Keen
- c. Overview of BLaST IU 17 proposed 2021-2022 General Operations Budget - Ben Enders
- d. Windecker Enterprises and Susquehanna Transit as the District's transportation contractors for the next 5 years (2021-2022 through 2025-2026). Rates in bus contracts will be set annually based on the state formula - Ken Dady
- e. Updated Board Policies: (Attachments)
  - Policy 255 - Educational Stability for Children in Foster Care
  - Policy 301 - Creating a Position
  - Policy 302 - Employment of Superintendent/Assistant Superintendent
  - Policy 306 - Employment of Summer School Staff
  - Policy 307 - Student Teachers/Interns

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to add the following, from the PFM presentation, to the agenda under Finance Items:

- c. PFM resolution

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.

**Motion:** A motion was made by Mary Thomas and seconded by Wayne Kinley to add the following to the agenda under Personnel Items:

- m. to accept the fact finding report.

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

LouAnne Gasperine-Cummings Twp – commented positively on the Health Careers program.

Shelly Moore - commented positively on the Health Careers program.

Kayla Calhoun-Avis Boro - thanked Steven Keen on Health Careers presentation and commented on the truck and plow purchase.

**Motion:** A motion was made by Mary Thomas and seconded by Nancy Petrosky 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.

**E. Personnel**

**1. Personnel Items:**

President Allen pulled items c. and d. from the agenda:

c. accepting a letter of resignation from Jonathan Bresnock, Assistant Boys' Track and Field coach, effective February 19, 2021.

d. Jonathan Bresnock as a volunteer Track and Field coach effective March 9, 2021.

**Motion:** A motion was made by Mary Thomas and seconded by Wayne Kinley to approve the following Personnel items a, b, f – 1 as listed on the Agenda:

a. FMLA from February 23, 2021 thru March 23, 2021 (approximately), for employee 2020-21-20.

b. FMLA, intermittent days, from February 24, 2021 thru June 30, 2021, (approximately), for employee 2020-21-21.

f. accepting a letter of retirement from Christianna Meixel, Central Registration Secretary, effective December 31, 2021 after 27 years of service with the District.

g. accepting a letter of retirement from Carolyn Williams, Learning Support teacher at Jersey Shore Senior High School with 22 years of service, effective the end of the 2020-2021 school year.

h. accepting a letter of retirement from Stephanie Crist, second grade teacher at Jersey Shore Area Elementary School with 18 years of service, effective the end of the 2020-2021 school year.

i. appointment of Nacoe Biser as lunch monitor for the Middle School, \$9.24 per hour, effective March 9, 2021.

j. the following employees and hourly wages with the 21st Century Community Learning Centers After School Program, program salaries to be paid with 21st CCLC grant monies:

Megan Kodish	\$30.00
Stacy Edkin	\$10.40

k. appointment of Westley Brion as Game Staff for the Athletic department, effective March 9, 2021.

l. a Last Chance Agreement with employee 2020-21-19.

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.

**Motion:** A motion was made by Mary Thomas and seconded by Wayne Kinley to approve item e. as listed on the Agenda:

e. hiring a CTE Health Occupations Instructor for the 2021-2022 school year.

A roll call vote was taken as listed below:

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

The vote was 4-yes and 5-no, motion failed.

**Motion:** A motion was made by Mary Thomas and seconded by Wayne Kinley to approve item m. as added to the Agenda:

m. to accept the fact finding report.

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	No
Craig Allen	Yes		

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

**F. Curriculum and Instruction:** None

**G. Building and Grounds:**

**1. Building and Grounds Items:**

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to approve Building and Grounds item a. as listed on the Agenda:

a. entering into an agreement with Enel X North America, Inc. for the district to participate in a demand response program for electrical usage from 6/1/2021 to 5/31/2026. (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.

**Motion:** A motion was made by Mary Thomas and seconded by Harry Brungard to approve Building and Grounds item b. as listed on the Agenda:

b. the purchase of a 2021 F-350 4x4 SD Regular cab truck with dump, western plow, and SS spreader for \$63,468.00 from New Holland Auto Group through Costars. (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	No
Michelle Stemler	Yes	Mary Thomas	Yes
Craig Allen	Yes		

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

## H. Finance:

### 1. Finance Items:

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

a. awarding 2020-2021 bus contracts to Susquehanna Transit Company to provide regular student transportation services at the daily rates listed below. The contractor will be reimbursed the pro-rated daily vehicle allowance portion of the contract for days of transportation which are lost and not made up due to emergency cancellations.

# Days	# of Busses	Daily Rate	Average Daily Rate	Daily Vehicle Allowance
175	9	\$2,854.69	\$317.19	\$517.05
180	2	\$478.92	\$239.46	\$84.64

b. awarding 2020-2021 bus contracts to Windecker Enterprises, Inc. dba Mardens, Inc. to provide regular student transportation services at the daily rates listed below. The contractor will be reimbursed the pro-rated daily vehicle allowance portion of the contract for days of transportation which are lost and not made up due to emergency cancellations.

# Days	# of Busses	Daily Rate	Average Daily Rate	Daily Vehicle Allowance
175	13	\$4,143.25	\$318.71	\$702.17
178	1	\$496.62	\$496.62	\$47.69
180	1	\$660.15	\$660.15	\$61.67
183	1	\$509.84	\$509.84	\$55.90
187	1	\$431.65	\$431.65	\$33.75
193	1	\$308.65	\$308.65	\$34.96

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.

**Motion:** A motion was made by Mary Thomas and seconded by Wayne Kinley to approve Finance item c. as added to the Agenda:

c. PFM resolution (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. Miscellaneous:**

**Miscellaneous Items:**

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

a. the following policies at first read: (Attachments)

- Policy 006 - Meetings
- Policy 206 - Assignment Within District
- Policy 234 - Pregnant/Parenting/Married Students
- Policy 235.1 - Surveys
- Policy 239 - Foreign Exchange Students

b. the following policies at second read: (Attachments)

- Policy 228 - Student Government
- Policy 230 - Public Performance by Students
- Policy 231 - Social Events and Class Trips
- Policy 232 - Student Involvement in Decision Making
- Policy 233 - Suspension and Expulsion

c. a Letter of Agreement between Jersey Shore Area School District and The Meadows Psychiatric Center for student educational services for the 2021-2022 school year and the 2022-2023 school year. Termination of this agreement is contingent upon thirty (30) day written notice by either party. (Attachment)

d. a 2 year Referral Agreement between Crossroads Counseling, Inc. and Jersey Shore Area School District. (Attachment)

e. a 2 year Linkage Agreement between Community Services Group and Jersey Shore Area School District. (Attachment)

f. approving the attached resolution to set the tax collector's compensation and collection procedures for January 1, 2022 through December 31, 2025. (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.

**J. Old Business:** None

**K. Executive Session:** An Executive Session was held beginning at 9:52 p.m. for legal and personnel matters after which no business was conducted.

The meeting resumed at 9:53 p.m.

**L. Adjournment**

The March 8, 2021 Regular Board Meeting was adjourned at 9:54 p.m.

Respectfully submitted,

Benjamin J. Enders  
Board Secretary



Book	Board Policy Manual
Section	200 Pupils
Title	Educational Stability for Children in Foster Care
Code	255
Status	
Legal	<ol style="list-style-type: none"><li>1. 20 U.S.C. 6311</li><li>2. 20 U.S.C. 6312</li><li>3. 42 U.S.C. 675</li><li>4. 45 CFR 1355.20</li><li>5. Pol. 200</li><li>6. Pol. 206</li><li>7. Pol. 202</li><li>8. 20 U.S.C. 1232g</li><li>9. Pol. 113.4</li><li>10. Pol. 216</li><li>11. Pol. 810</li><li>12. 34 CFR 299.13</li><li>34 CFR Part 99</li></ol>

### **Authority**

To ensure the educational stability of children in foster care, the Board requires the district to collaborate with the local children and youth agency and other school districts.[\[1\]](#)[\[2\]](#)[\[3\]](#)

### **Definitions**

**Additional costs** means the difference between what the district spends to transport a resident student to his/her assigned school and the cost to transport a child in foster care to his/her school of origin.

**Foster care** means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is federal matching of any payments that are made.[\[4\]](#)



**School of origin** is the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of the placement change.

### **Delegation of Responsibility**

The Board designates the Director of Pupil Services to serve as the district's point of contact for children in foster care.

The district's point of contact shall coordinate with:[\[1\]](#)

1. Local children and youth agency to:
  - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements.
  - b. Develop a protocol on how to make best interest determinations; and
  - c. Develop and coordinate transportation procedures.
2. Other school districts on issues of transfer of records, transportation and other inter-district activities.

### **Guidelines**

#### **Enrollment/Placement**

A child in foster care shall continue to be enrolled in his/her school of origin unless there is a determination that it is not in his/her best interest to attend the school of origin.[\[1\]](#)

#### ***Best Interest Determination -***

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders, and established local procedures.[\[1\]](#)

In determining whether it is in a child's best interest to remain in his/her school of origin, all factors relating to a child's best interest shall be considered, including the appropriateness of the current educational setting and proximity of foster care placement.[\[1\]](#)

Documentation related to the best interest determination shall be kept in the student's education record.

#### ***Enrollment -***

When a child in foster care is placed in the district and seeks enrollment in district schools, the district's point of contact shall:[\[1\]](#)[\[5\]](#)

1. Ensure the child is immediately enrolled and attending school, even if the records normally required for enrollment pursuant to district policies are not available.
2. Immediately contact the school last attended by the child to obtain relevant academic and other records.

#### ***Dispute Resolution -***

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in his/her school of origin, pending resolution of the dispute.

#### ***Assignment -***

If the district is unable to determine the student's grade level due to missing or incomplete records, the district shall administer tests or utilize appropriate means to determine the student's assignment within the school.[6]

#### *Student Who Has Exited Foster Care -*

A student who exited foster care may be permitted to finish the school year in this district, if appropriate, with payment of tuition. [7]

#### Education Records

The district may disclose personally identifiable information from the education records of a student without written consent of the parent(s) or the eligible student if the disclosure is:[8][9][10]

1. To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.
2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student's case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student's education records.

#### Transportation

The district shall ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost-effective manner.[2][11]

To ensure that transportation for children in foster care is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[2]

The transportation plan shall address the following:[2]

1. The procedure the district and local children and youth agency will follow to:
  - a. Promptly provide transportation for children in foster care;
  - b. Promptly arrange transportation for children in foster care; and
  - c. Ensure transportation is funded in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act.
2. How transportation costs will be covered if additional costs are incurred. Options include:[2]
  - a. The local children and youth agency agrees to reimburse the district;
  - b. The district agrees to pay for the cost;
  - c. The district and the local children and youth agency agree to share the costs; or
  - d. The district of origin, the district of current residence, and the placing children and youth agency agree to share the costs.

3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student's ability to remain in the school of origin during the dispute resolution process. [\[1\]](#)[\[2\]](#)

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students. [\[1\]](#)[\[2\]](#)

#### Training

The district's point of contact for children in foster care shall provide professional development and training to school staff on the Title I foster care provisions and education needs of children in foster care, as needed.



Book	Board Policy Manual
Section	300 Employees
Title	Creating a Position
Code	301
Status	
Legal	<ol style="list-style-type: none"><li><a href="#">1. 24 P.S. 1001</a></li><li><a href="#">2. 24 P.S. 1106</a></li><li><a href="#">3. 24 P.S. 1107</a></li><li><a href="#">4. 22 PA Code 4.4</a></li><li>5. Pol. 328 - Compensation Plans/Salary Schedules</li><li>6. Pol. 104 - Discrimination/Title IX Sexual Harassment Affecting Staff</li></ol> <a href="#">24 P.S. 1075</a>

### **Authority**

Positions for administrative, professional and classified employees shall be established by the Board in order to provide **the** effective leadership and management **necessary** to operate district schools **and to provide quality educational programs and services**, consistent with the needs of the schools and the resources of the community.

The need for creating positions shall be determined by the Board, based on the recommendation of the Superintendent. The Board reserves for itself the final determination of the number and type of **staff** positions deemed necessary for effective management of the district and operation of the schools.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The initial salary or salary range for a new position shall be determined by the Board when creating the position, based upon the recommendation of the Superintendent and supporting documentation.[\[5\]](#)

In the exercise of its authority to create a new position, the Board shall give primary consideration to the following:

1. Effective management of district programs.
2. Number of students enrolled.
3. Special needs of students.
4. Operational needs of the district.
5. Financial resources of the school community.

The Superintendent shall be responsible for recommending a new or additional administrative, professional or classified position.

### **Delegation of Responsibility**

Recommendations for a new or additional position shall include:

1. Job description **clearly** stating the duties for which the position was created.
2. Title that conforms with the appropriate certificate if certification is required.
3. Supporting data and other rationale relevant to the recommendation.

The Board may, through the Superintendent, seek the advice of administrative staff when creating a new position or increasing the number of employees in existing positions.

The Superintendent **or designee** shall be responsible to maintain a comprehensive and up-to-date job description for all positions in the district. Job descriptions shall be prepared in accordance with relevant federal and state laws and regulations.[6]



Book	Board Policy Manual
Section	300 Employees
Title	Employment of Superintendent/Assistant Superintendent
Code	302
Status	

## Legal

1. 24 P.S. 1001
2. 24 P.S. 508
3. 24 P.S. 1071
4. 24 P.S. 1073
5. 24 P.S. 1076
6. 24 P.S. 1077
7. 24 P.S. 1079
8. Pol. 104 - Discrimination/Title IX Sexual Harassment Affecting Staff
9. 22 PA Code 49.41
10. 22 PA Code 49.42
11. 24 P.S. 1002
12. 24 P.S. 1003
13. 24 P.S. 1078
14. 24 P.S. 111.1
15. 23 Pa. C.S.A. 6344
16. 24 P.S. 111
17. 24 P.S. 1004
18. Pol. 314 - Physical Examination
19. 24 P.S. 1073.1
20. 24 P.S. 1081
21. 24 P.S. 1082
22. Pol. 003 - Functions
23. Pol. 312 - Performance Assessment of Superintendent/Assistant Superintendent
24. 24 P.S. 1075
25. 24 P.S. 1007
26. 24 P.S. 1008
27. 2 Pa. C.S.A. 551 et seq
28. 24 P.S. 1080
- 18 Pa. C.S.A. 9125
- 22 PA Code 49.171
- 22 PA Code 49.172
- 22 PA Code 8.1 et seq
- 23 Pa. C.S.A. 6301 et seq
- 24 P.S. 108
- 24 P.S. 1418
- 28 PA Code 23.43
- 28 PA Code 23.44
- 28 PA Code 23.45
- 42 U.S.C. 12101 et seq

## **Purpose**

The Board places the primary responsibility and authority for the administration of the district in the Superintendent and Assistant Superintendent. Therefore, selection of a Superintendent or Assistant Superintendent is critical to the effective leadership and management of the district. [1]

## **Authority**

During the last year of the Superintendent's term or any other time the position of Superintendent becomes vacant, the Board shall meet to appoint, by a majority vote of all members of the Board, a properly qualified district Superintendent. The appointed Superintendent shall enter into a written contract with the Board for a term of three (3) to five (5) years. [2][3][4]

At a **public** Board meeting occurring **at least ninety (90) days** prior to the expiration date of the Superintendent's or an Assistant Superintendent's term of office, the Board meeting agenda shall include an item requiring affirmative action by five (5) or more Board members to notify the Superintendent or Assistant Superintendent that the Board intends to retain him/her **or that other candidates will be considered for the office. If the Board fails to take such action, the term of office which the Superintendent or Assistant Superintendent is serving shall be extended one (1) time for a one-year period. Prior to the end of the one-year extension, the Board shall take action necessary to retain the Superintendent or Assistant Superintendent. If no action is taken prior to the conclusion of the one-year extension, the term of office for the current Superintendent or Assistant Superintendent shall terminate.** [4][6]

**Anytime the Board votes to retain a Superintendent or Assistant Superintendent, the Superintendent may be retained for a term of three (3) to five (5) years, and the Assistant Superintendent may be retained for a term of three (3) to five (5) years or for a term extending through the term of the Superintendent.** [4][6]

Whenever the Board finds it impossible or impractical to immediately fill a vacancy in the office of Superintendent or Assistant Superintendent, the Board may appoint an acting Superintendent or Assistant Superintendent to serve not longer than one (1) year from the time of appointment. [7]

In the event the Board appoints an acting Superintendent or Assistant Superintendent, the Board shall approve and document the recruitment and assessment procedures to be used to permanently fill such vacancy in accordance with Board policy.

## **Guidelines**

### Recruitment and Assessment of Candidates

The Board shall actively seek candidates who meet the qualifications and requirements for the position of Superintendent and/or Assistant Superintendent. **It may be aided in this task by a committee of Board members and/or the services of professional consultants.**

When undertaking a search to fill the position of Superintendent or Assistant Superintendent, recruitment procedures shall be prepared and may include the following:

- Preparation of a job description for the position, written in accordance with the requirements of federal and state laws and regulations. [8]
- Preparation of written qualifications, in addition to applicable state requirements, for all applicants. [9][10][11][12][13]



- Preparation of informative materials describing the school district, the Superintendent/Assistant Superintendent position, and the district's educational goals.
- Opportunity for selected applicants to visit the district schools, meet with internal staff and external stakeholders at the Board's invitation.

Recruitment, screening and evaluation of candidates shall be conducted in accordance with Board policy, Board established leadership criteria and state and federal law.[8]

The Board shall determine prior to interviewing finalists which expenses associated with such interviews will be reimbursed by the school district.

A candidate's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.

#### Pre-Employment Requirements

The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.[14]

A candidate shall not be employed until the individual has complied with the mandatory background check requirements for criminal history and child abuse and the district has evaluated the results of that screening process.[15][16]

Each candidate shall report, on the designated form, all arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.[16]

Before entering the duties of the office, the Superintendent or Assistant Superintendent shall take and subscribe to the oath of office prescribed by law.[17]

After receiving a conditional offer of employment but prior to beginning employment, the candidate shall undergo medical examinations, as required by law and as the Board may require **at the candidate's expense**. [18]

#### Employment Contracts

An individual shall not be employed as Superintendent or Assistant Superintendent unless s/he has signed an employment contract expressly stating the terms and conditions of employment. The written contract shall:[4]

1. Contain the mutual and complete agreement between the Superintendent or Assistant Superintendent and the Board with respect to the terms and conditions of employment.
2. Consistent with state certification requirements, specify the duties, responsibilities, job description and performance expectations, including performance standards and assessments as required by law.[19][20][21][22][23]
3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent or Assistant Superintendent.[6][24]
4. Specify the term of employment and state that the contract shall terminate immediately, except as otherwise provided by law, upon the expiration of the term unless the contract is allowed to extend automatically as required by law.[4]

5. Specify the termination, buyout and severance provisions, including all postemployment compensation and the period of time in which the compensation shall be provided. Termination, buyout and severance provisions may not be modified during the course of the contract or in the event a contract is terminated prematurely.
6. Contain provisions relating to outside work that may be performed, if any. [\[25\]](#)[\[26\]](#)
7. State that any modification to the contract must be in writing.
8. State that the contract shall be governed by the laws of the Commonwealth.
9. Limit compensation for unused sick leave in employment contracts for Superintendents and/or Assistant Superintendents who have no prior experience as a district Superintendent or Assistant Superintendent to the maximum compensation for unused sick leave under the school district's administrative compensation plan in effect at the time of the contract.
10. Limit transferred sick leave from previous employment to not more than thirty (30) days for Superintendents and/or Assistant Superintendents who have no prior experience as a district Superintendent or Assistant Superintendent.
11. Specify post retirement benefits and the period of time in which the benefits shall be provided.

#### Removal/Severance

A Superintendent or Assistant Superintendent may be removed from office and have their contracts terminated, after a hearing, by a majority vote of all members of the Board and in accordance with law. The Board shall publicly disclose at the next regularly scheduled meeting the removal from office of a Superintendent or Assistant Superintendent. [\[27\]](#)[\[28\]](#)

Any negotiated severance of employment prior to the end of the term of the Superintendent's or Assistant Superintendent's specified contract term shall be limited to either: [\[4\]](#)

1. The equivalent of one (1) year's compensation and benefits due under the contract, if the severance agreement takes effect two (2) or more years prior to the end of the contract term;  
or
2. The equivalent of one-half (1/2) of the total compensation and benefits due under the contract for the remainder of the term, if the severance agreement takes effect less than two (2) years prior to the end of the contract term.



Book	Board Policy Manual
Section	300 Employees
Title	Employment of Summer School Staff
Code	306
Status	
Legal	<ul style="list-style-type: none"> <li>1. 24 P.S. 406</li> <li>2. 24 P.S. 508</li> <li>3. 24 P.S. 1109</li> <li>4. 24 P.S. 1146</li> <li>5. 24 P.S. 1901</li> <li>6. Pol. 124 - Alternative Instruction</li> <li>7. 24 P.S. 111.1</li> <li>8. 23 Pa. C.S.A. 6344</li> <li>9. 24 P.S. 111</li> <li>10. 22 PA Code 49.1 et seq</li> <li>11. 24 P.S. 1201</li> <li>12. 24 P.S. 2070.2</li> <li>22 PA Code 8.1 et seq</li> <li>23 Pa. C.S.A. 6301 et seq</li> <li>24 P.S. 108</li> <li>Pol. 104 - Discrimination/Title IX Sexual Harassment Affecting Staff</li> </ul>

### **Authority**

The Board directs that qualified and competent **professional and classified** employees be **employed to provide the district's summer school program.**

When a summer school program is authorized by the Board, the Board, by majority vote of all members, shall approve the employment; set the compensation; and establish the period of employment for each individual employed in the district summer school program. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Approval shall normally be given to the candidates recommended by the responsible administrator and approved by the Superintendent.

Approval shall be given to those candidates for employment chosen by the Board from a group selected by the administrative staff.

An employee's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.

### **Pre-Employment Requirements**

**The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.** [7]

A candidate shall not be employed until the individual has complied with the mandatory background check requirements **for criminal history and child abuse and the district has evaluated the results of that screening process.** [8][9]

**Each candidate shall report, on the designated form, arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.** [9]

**A candidate for employment in the district shall not receive a recommendation for employment without evidence of his/her certification when such certification is required.** [3][10][11][12]

### **Delegation of Responsibility**

The Superintendent or designee shall develop **administrative regulations or** procedures to recruit, screen and recommend candidates for summer school employment. Only those candidates who are best qualified to perform the duties of the position, **as determined by the administration,** shall be recommended.

Vacancies for summer school employment shall be made known to district personnel so that they may apply for such positions.

Recommendations from former employers and others may be sought to assess the candidate's qualifications. Such recommendations and references shall be retained confidentially and for official use only.



Book	Board Policy Manual
Section	300 Employees
Title	Student Teachers/Interns
Code	307
Status	
Legal	<ol style="list-style-type: none"><li>1. 24 P.S. 510</li><li>2. 24 P.S. 111</li><li>3. 23 Pa. C.S.A. 6344</li><li>4. 24 P.S. 1418</li><li>5. 28 PA Code 23.43</li><li>6. 28 PA Code 23.44</li><li>7. 28 PA Code 23.45</li><li>8. Pol. 314 - Physical Examination</li><li>9. 23 Pa. C.S.A. 6344.3</li><li>10. Pol. 907 - School Visitors</li><li>22 PA Code 8.1 et seq</li><li>23 Pa. C.S.A. 6301 et seq</li></ol>

### **Authority**

The Board encourages cooperation with colleges and universities within the state to assist in the training of student teachers and interns.

The Board establishes that district schools shall accept student teachers and interns from accredited institutions with which the district has a cooperative agreement approved by the Board. [\[1\]](#)

The Board directs that student teachers and interns shall not be accepted into district schools unless they have complied with the mandatory background check requirements for criminal history and child abuse and the district has evaluated the results of those screening processes. [\[2\]](#)[\[3\]](#)

### **Delegation of Responsibility**

The Superintendent or designee shall be responsible to assign student teachers and interns to the schools.

Recommendations for selection of cooperating teachers shall be made by the building principal and department head, with the agreement of the college or university supervisor.

The Superintendent or designee shall ensure distribution of student teachers throughout the district

so that no single group of students or teachers will be subject to excessive student teacher classroom hours.

Student teachers and interns shall comply with the health examination requirements of the state and Board policy applicable to district staff. [4][5][6][7][8]

While serving in district schools, student teachers and interns shall be responsible for their conduct to the supervising teacher/administrator and building principal.

### **Arrest or Conviction Reporting Requirements**

Prior to being accepted into district schools, student teachers and interns shall report, on the designated form, arrests and convictions as specified on the form. Student teachers and interns shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. [2]

While serving in district schools, student teachers and interns shall use the designated form to report to the Superintendent or designee, within seventy-two (72) hours of the occurrence, an arrest or conviction required to be reported by law. [2]

While serving in district schools, a student teacher or intern shall be required to report to the Superintendent or designee, in writing, within seventy-two (72) hours of notification, that s/he has been listed as a perpetrator in the Statewide database, in accordance with the Child Protective Services Law. [9]

A student teacher or intern shall be required to submit a current criminal history background check report if the Superintendent or designee has a reasonable belief that the student teacher or intern was arrested or has been convicted of an offense required to be reported by law, and the student teacher or intern has not notified the Superintendent or designee. [2]

**Failure to accurately report such arrests and convictions may subject the student teacher or intern to disciplinary action up to and including dismissal from the program and criminal prosecution.** [2][9]

### **Guidelines**

#### Observers

Student teachers, interns and faculty of other educational institutions shall be offered the opportunity to visit district schools and observe classes. Such observers must be treated as any other visitor and shall be under the direct supervision of the principal or designee. [10]

# Demand Response Order Form

**Provider:**

Enel X North America, Inc.  
One Marina Park Drive, Suite 400  
Boston, MA 02210

**Order Form #:** 00300254.0  
**Order Effective Date:** 6/1/2021  
**Order Expiration Date:** 5/31/2026

**Name:** Jersey Shore Area School District  
**DR Payment Contact:** Mark Wall  
(570) 398-5254  
mwall@jsasd.org  
**DR Payment Address:** 701 Cemetery St  
Jersey Shore, PA 17740-1936

This Order Form (this "Order Form"), made by and between the provider identified above ("Provider") and the customer identified above ("Customer"), is subject to and governed by Provider's: (i) applicable program rule attachment(s) attached hereto (each a "PRA") for the demand response solutions (the "Solutions"), and (ii) general terms and conditions available at <https://www.enelx.com/n-a/terms-and-conditions-1.4-order-form-US.pdf> ("Terms and Conditions"), which are hereby incorporated by reference. Provider and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this Order Form.

Demand Response Program	Aggregate Anticipated Capacity (kW) Summer	Aggregate Anticipated Capacity (kW) Winter	Capacity Payment Rate	Energy Payment Rate
Emergency Load Response Program	125	450	58%	58%

**Demand Response Terms:**

- 1. Term.** The term of this Order Form shall commence on the Order Effective Date and continue until the later of (i) the Order Expiration Date ("Initial Order Term") or (ii) the expiration of the last Program Period (as defined in the PRA) then in effect; provided that this Order Form shall automatically renew for successive terms equal in duration to the Initial Order Term (each a "Renewal Order Term" and collectively with the Initial Order Term, the "Order Term") unless either Party gives the other Party written notice of non-renewal at least one hundred and eighty (180) days' prior to the expiration of the Initial Order Term or any Renewal Order Term, as applicable.
- 2. Demand Response Solutions.** The Parties understand that the "Anticipated Capacity" value set forth on this Order Form is solely the Parties' best estimate of performance and does not necessarily represent the Customer's Accepted Capacity (as defined in the applicable PRA incorporated by reference).
- 3. Demand Response Payments.** Subject to this section of the Order Form, Provider shall pay Customer in accordance with the applicable PRA for any Customer site address(es) that are enrolled in a demand response program. Provider shall make any payment(s) to Customer via Automated Clearing House ("ACH"). Customer shall provide all necessary ACH banking information following Provider's request, and Customer will notify Provider promptly upon any change to the DR Payment Contact information identified above. Unless otherwise indicated on the applicable PRA, any reference to a payment "%" shall mean (i) the capacity payment rate identified on this Order Form as a percent of the price obtained by Provider for the applicable demand response program and/or product, and (ii) the energy payment rate identified on this Order Form as a percent of the energy payments available to Provider.

**Provider**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer**

Signature: \_\_\_\_\_

Name: Benjamin Enders

Title: \_\_\_\_\_

**Site Address Attachment**

The following reflects current estimates provided by Customer, which may change during the Order Term. Provider reserves the right to amend the Site Address Attachment by providing written notice to Customer and with no further act required by Provider or Customer.

<b>Site Address</b>	<b>Demand Response Program</b>	<b>Anticipated Capacity (kW) Summer</b>	<b>Anticipated Capacity (kW) Winter</b>
701 Cemetery Street Jersey Shore, PA 17740	Emergency Load Response Program	25	300
601 Locust St. Jersey Shore, PA 17740	Emergency Load Response Program	100	150



## Program Rule Attachment Emergency Load Response Program

1. **Program Description.** The “Program” means Provider’s enrollment and management of Customer’s Accepted Capacity (as defined below) in the PJM Interconnection (“PJM”) Emergency Load Response Program (“ELRP”). The Program enables participants to receive recurring payments for being available and reducing electricity consumption when called upon to do so by Provider. Unless otherwise defined herein, capitalized terms in this Program Rule Attachment shall have the meanings given to them in the “PJM Open Access Transmission Tariff” as written by PJM.
2. **Accepted Capacity.** “Accepted Capacity” shall represent the best estimate of Customer’s expected curtailment based on Provider’s analysis of consumption data and pre-enrollment testing. The Accepted Capacity valuation will be in Installed Capacity (“ICAP”) units, equal to: (a) in the summer period, Peak Load Contribution (“PLC”) minus the product of (i) Capacity Loss Factor (“CLF”) and (ii) Summer Firm Service Level (“FSL”), and (b) in the winter period, Adjusted Winter Peak Load (“WPL”) minus the product of (i) CLF and (ii) Winter FSL. Accepted Capacity is expressed as a formula<sup>1</sup> as follows:

$$\begin{aligned} \text{Summer ICAP} &= \text{PLC} - (\text{CLF} \times \text{Summer FSL}) \\ \text{Winter ICAP} &= \text{WPL} - (\text{CLF} \times \text{Winter FSL}) \end{aligned}$$

Customer and Provider understand that the anticipated capacity identified on the Order Form is solely the Parties’ best estimate of performance and does not represent Accepted Capacity. In a given Delivery Year (as defined below), Customer may have a different Accepted Capacity value for each PJM-designated season (as such seasons are described in Section 5 of this Program Rule Attachment).

Customer agrees that the Accepted Capacity may be adjusted by Provider. Customer may request to reduce Customer’s Accepted Capacity to zero (0) for a Delivery Year, provided that Provider receives Customer’s written request at least one hundred and fifty (150) days prior to the start of such Delivery Year.

3. **Payments to Customer.**
  - a. **Capacity Payments.** Provider will pay Customer capacity payments (“Capacity Payments”) equal to (a) the product of Accepted Capacity times a Capacity Payment Rate (identified in the Order Form), less (b) Underperformance Adjustments (as defined below) if any. In the event Customer’s Accepted Capacity values vary by season for a given Delivery Year as described above, Provider will pay Customer for each Accepted Capacity value separately based on the number of calendar days in each season.
  - b. **Energy Payments.** Provider will pay Customer an Energy Payment Rate in connection with Customer responding to a demand response event when notified by Provider (“Energy Payments”).
4. **Full Penalty Protection.** For the avoidance of doubt, in the event that aggregate Capacity Payments for a Delivery Year calculated pursuant to Section 3(a) above result in a negative amount, Customer will not be required to pay such amount to Provider.
5. **Program Rules.** The Program terms and conditions are summarized in the table below:

<i>Program Availability and Enrollment</i>	<p>Customer has the intent and ability to respond to demand response events called by Provider. Customer will be enrolled in the Capacity Performance (“CP”) Demand Resource (“DR”) product for each delivery year (June 1 – May 31) (the “Delivery Year”) within the “Program Period” defined below.</p> <p>Program Period: 10:00 AM to 10:00 PM (Eastern Prevailing Time) during all days for the summer period of June 1 – October 31, as well as the following May of a Delivery Year and 6:00 AM to 9:00 PM (Eastern Prevailing Time) for the winter period of November 1 – April 30 of a Delivery Year.</p> <p>Provider may call demand response events outside the Program Period; Customer’s performance during such demand response events will not affect Capacity Payments, but will be included in Customer’s Energy Payments.</p> <p>Before the start of each Delivery Year, Provider will provide Customer with an annual enrollment notification which provides confirmation of enrollment in the Program, Accepted Capacity values, the applicable PJM market clearing price, the applicable lead time notification window and any additional relevant terms for the given Delivery Year.</p>
<i>Event Trigger</i>	Provider will initiate demand response events during PJM defined system events and in accordance with PJM’s ELRP terms and conditions.
<i>Advanced Notification</i>	Provider will use commercially reasonable efforts to provide Customer with advanced notification of a demand response event in accordance with ELRP terms and conditions, which is currently between thirty (30) minutes and one hundred twenty (120) minutes.

<sup>1</sup> Note: This formula is simplified and provided for demonstration purposes only.

<i>Testing Requirement</i>	<p>If Customer is not called to respond to a demand response event during the Customer's enrolled Program Period, Provider will conduct a test event (a "Test Event") during the Customer's enrolled Program Period.</p> <p>A Test Event shall not contribute to Customer's Capacity Payments if a demand response event is called during the Customer's enrolled Program Period after the Test Event has occurred.</p>
<i>Underperformance Adjustments</i>	<p>The Underperformance Adjustment for a CP demand response event, if any, is equal to the product of (a) Customer's MW Shortfall, (b) the number of demand response event hours, and (c) the applicable Non-Performance Charge Rate (as defined by PJM).</p> <p>The Underperformance Adjustment for a Test Event will equal the product of (a) Customer's MW Shortfall, and (b) Customer's Capacity Payment Rate.</p> <p>Customer's "MW Shortfall" is defined as the product of (a) the difference between (i) the average of Customer's metered demand during demand response event or Test Event hour(s) and (ii) Customer's FSL MW level, and (b) CLF, capped at Accepted Capacity. MW Shortfall is expressed as a formula<sup>2</sup> as follows:</p> <p>MW Shortfall = (average metered demand – FSL) x CLF</p> <p>If a Customer has multiple site addresses registered through Provider in a Compliance Aggregation Area ("CAA") participating in a demand response event, the MW Shortfall of one site may be mitigated by the over performance of another participating site.</p>
<i>Payment Timing</i>	<p>Subject to the terms hereof, payments will be made to Customer as follows:</p> <ol style="list-style-type: none"> <li>1. All Energy Payments will be made to Customer on a quarterly basis within forty five (45) days of Provider's receipt of total payment from PJM for such quarter; and</li> <li>2. All Capacity Payments will be made to Customer on an annual basis within forty five (45) days of Provider's receipt of total payment from PJM for Delivery Year.</li> </ol>

The foregoing reflects the current terms and conditions of the Program, which terms and conditions may change during the Order Term. In the event PJM amends, supplements or modifies the terms or conditions of the ELRP, or any current or future Demand Response Product offered in the ELRP, in any way, Provider reserves the right to amend the Program terms set forth herein by providing written notice to Customer.

## 6. Miscellaneous.

- a. **Metering.** For the avoidance of doubt, Provider may use internet-based metering and does not need to enter Customer's platform (host-data) to perform the Solutions.
- b. **Curtailment Service Provider.** Customer hereby designates Provider as its exclusive agent to manage its participation in the Program. In the event that Customer enters into a conflicting agreement with another provider in violation of this Section, Customer agrees that all other agreements will be null and void. Customer also agrees to forfeit to Provider all unpaid payments hereunder (in addition to any other remedy available to Provider) If requested by Provider, Customer will inform PJM that this agreement shall prevail all others.

<sup>2</sup> Note: This formula is simplified and provided for demonstration purposes only.

Prepared for: Mark Wall, Jersey Shore Area School District  
175 A&P Dr.  
Jersey Shore, PA 17740  
Office: 570-398-5055 | Mobile: 570-279-2241  
Email: mwall@jsasd.org

**In-Stock & Currently Available.  
Contact ASAP to Secure Vehicle.**

**2020 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 40



**Turn-key Quote Includes:  
SS Dump, SS Spreader & Plow**



Ford | Ram | Dodge | Chrysler | Jeep | Toyota | Isuzu

**Client Proposal**

Prepared by:  
Jordan DiClemente  
Office: 717-354-4901  
Email: [jdiclemente@newhollandauto.com](mailto:jdiclemente@newhollandauto.com)  
Quote ID: 1-14-21-2  
Date: 01/15/2021



**Prepared for: Mark Wall**

Jersey Shore Area School District  
Prepared by: Jordan DiClemente  
01/15/2021



New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

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**2020 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 40 | Quote ID: 1-14-21-2

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## Warranty

### Standard Warranty

*Basic*

Distance ..... 36,000 miles                      Months ..... 36 months

*Powertrain*

Distance ..... 60,000 miles                      Months ..... 60 months

*Corrosion Perforation*

Distance ..... Unlimited miles                      Months ..... 60 months

*Roadside Assistance*

Distance ..... 60,000 miles                      Months ..... 60 months

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**Prepared for: Mark Wall**

Jersey Shore Area School District

Prepared by: Jordan DiClemente

01/15/2021

New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

**2020 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 40 | Quote ID: 1-14-21-2

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
F3H	Base Vehicle Price (F3H)	\$39,610.00
<b>Packages</b>		
640A	Order Code 640A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - GVWR: 14,000 lb Payload Package - Tires: LT245/75Rx17E BSW PLUS A/S Spare may not be the same as road tire. - Wheels: 17" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
<b>Powertrain</b>		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>10R140 with neutral idle. Includes selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X4L	Limited Slip w/4.30 Axle Ratio	\$350.00
STDGV	GVWR: 14,000 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
TD8	Tires: LT245/75Rx17E BSW PLUS A/S <i>Spare may not be the same as road tire.</i>	Included
64K	Wheels: 17" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included

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**Prepared for: Mark Wall**

Jersey Shore Area School District

Prepared by: Jordan DiClemente

01/15/2021

New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

**2020 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 40 | Quote ID: 1-14-21-2

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers. Includes: - SYNC Communications &amp; Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel. Includes: - Accessory Delay - Advanced Security Pack Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Folding Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals. - MyKey Includes owner controls feature. - Power Front Side Windows Includes 1-touch up/down driver/passenger window. - Power Locks - Remote Keyless Entry</i>	\$915.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i>	\$250.00
41P	Transfer Case Skid Plates	\$100.00
61J	4-Ton Hydraulic Jack Required in Rhode Island.	\$55.00
67E	240 Amp Alternator	\$85.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$320.00
43C	110V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00

**Emissions**

425	50-State Emissions System	STD
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**Prepared for: Mark Wall**

Jersey Shore Area School District

Prepared by: Jordan DiClemente

01/15/2021



New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

**2020 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 40 | Quote ID: 1-14-21-2

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
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**Interior Colors**

AS_01	Medium Earth Gray	N/C
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**Primary Colors**

Z1_01	Oxford White	N/C
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**Upfit Options**

NHA	<b>New Holland Auto Advantage</b> <i>FREE - Completely Detailed Vehicle</i> <i>FREE - Delivery to Your Location</i> <i>FREE - Full Tank of Fuel</i> <i>FREE - PA Municipal Tags</i>	\$0.00
Body	<b>Truck Body Upfitting - Installed</b> <b>STEEL DUMP BODY:</b> 9' Airflo Pro Class Steel Dump Body (black).  <i>Includes:</i> * 17" High Sides * 23" Tailgate w/ Coal Door * 11 Ton / Class 20 Scissor Hoist * 1/4 Cab Shield * Double Acting Electric / Hydraulic Pump Package * Body up light & Back up alarm * Hitchplate w/ 2 1/2" receiver tube, D-Rings, 7-way Flat Pin Trailer Plug & Back-Up Alarm * Rear mud flaps  <b>TARP SYSTEM:</b> * Manual tarp system w/ crank  <b>LED AMBER LIGHTING PACKAGE:</b> * (2) LED light surface mounted on the front of the grille * (2) LED light surface mounted on the front of the cab guard * (2) LED light surface mounted on sides of the cab shield * (2) LED light surface mounted on the rear of body  <b>SPREADER:</b> * Stainless Steel Electric Under Tailgate Spreader * LED Spreader Light	\$19,294.00
WPP9	<b>Western 9' Pro Plus UltraMount Plow - Installed</b>  <i>Includes:</i> * Rubber Deflector (Optional) * Handheld Controls (Standard)	\$5,273.00

<b>SUBTOTAL</b>	<b>\$66,697.00</b>
Destination Charge	\$1,695.00
<b>TOTAL</b>	<b>\$68,392.00</b>

**COSTARS Pricing Next Page**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Mark Wall**

Jersey Shore Area School District  
Prepared by: Jordan DiClemente  
01/15/2021



New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

**2020 F-350 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F3H)**

Price Level: 40 | Quote ID: 1-14-21-2

**Pricing Summary - Single Vehicle**

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$39,610.00
Options & Colors	\$2,520.00
Upfitting	\$24,567.00
Destination Charge	\$1,695.00
<b>Subtotal</b>	<b>\$68,392.00</b>
<i>Pre-Tax Adjustments</i>	
<b>Description</b>	
COSTARS #25-117 Municipal Vehicle Discount	-\$8,411.00
<b>Total</b>	<b>\$59,981.00</b>

Customer Signature

Acceptance Date

**In-Stock & Currently Available.  
Contact ASAP to Secure Vehicle.**

**Turn-key Quote Includes: SS Dump, SS Spreader & Plow**



Ford | Ram | Dodge | Chrysler | Jeep | Toyota | Isuzu

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



# Jersey Shore Area School District

## *Financing Discussion*

**March 8, 2021**

**Prepared by:**  
**Jamie Doyle**  
*Managing Director*  
**&**  
**Karli Keisling**  
*Senior Analyst*

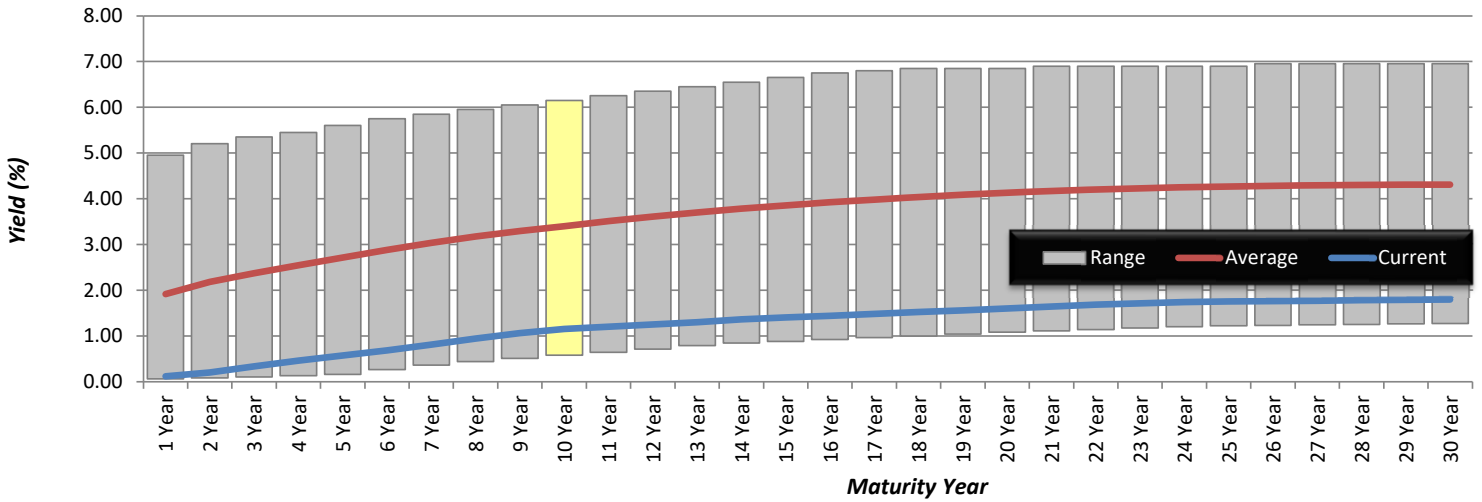


**PFM Financial Advisors LLC**  
213 Market Street  
Harrisburg, PA 17101  
717.232.2723 (P)  
717.232.8610 (F)  
[www.pfm.com](http://www.pfm.com)

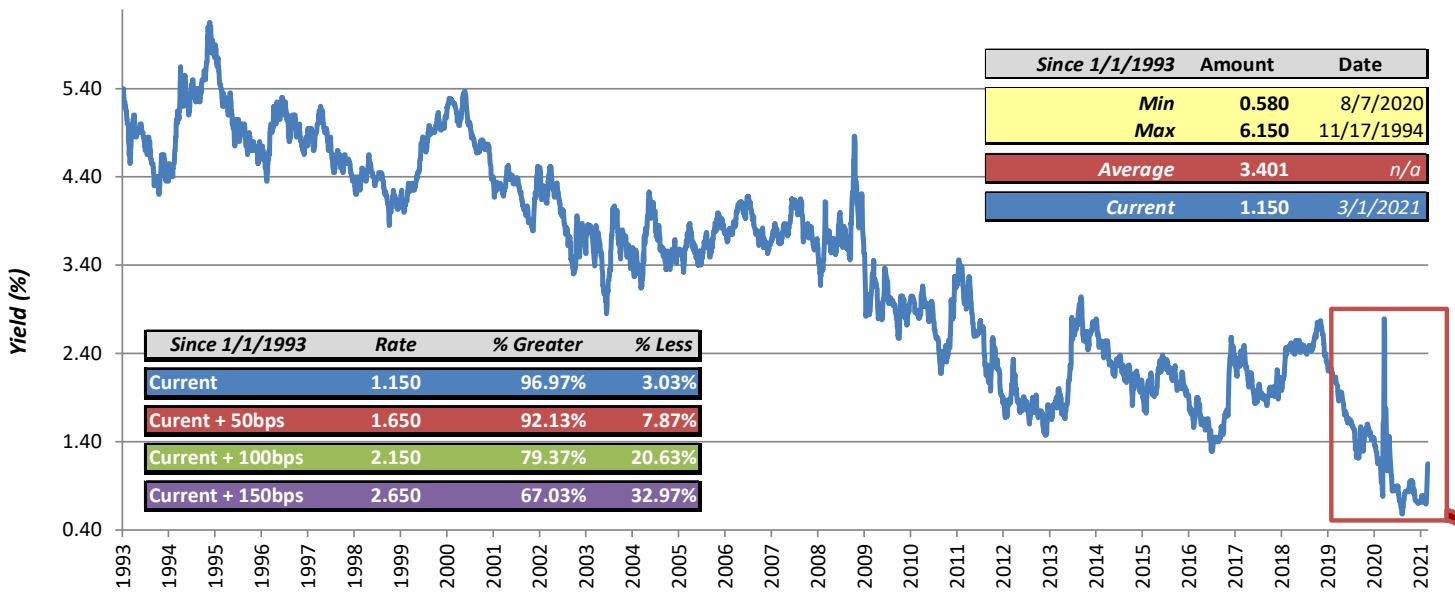
# MUNICIPAL MARKET UPDATE

March 1, 2021

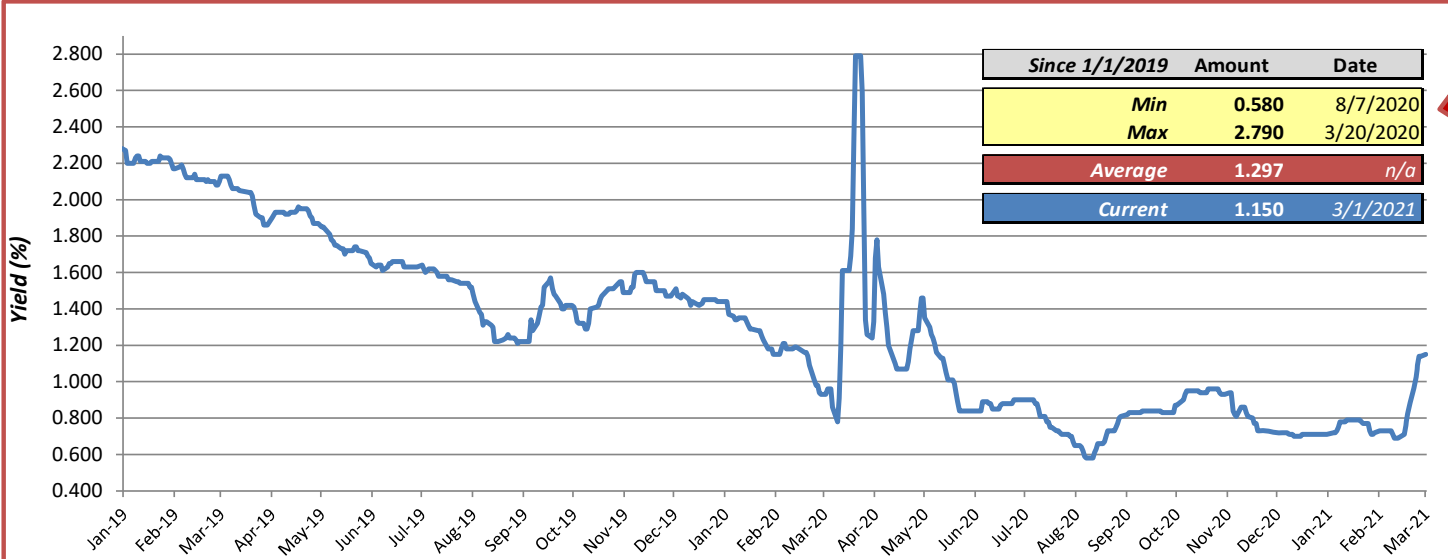
## HISTORICAL MMD CURVE ILLUSTRATION - SINCE JANUARY 1, 1993



## SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 1993



## SPOT ANALYSIS - 10 YEAR MMD - SINCE JANUARY 1, 2019



**JERSEY SHORE AREA SCHOOL DISTRICT**  
**SUMMARY OF OUTSTANDING INDEBTEDNESS**



<b>Debt Service Requirements</b>									
1	2	3	4	5	6	7	8	9	10
Fiscal Year Ended	G.O. Bonds Series of 2012	G.O. Bonds Series of 2015	G.O. Bonds Series A of 2015	G.O. Notes Series AA of 2015	G.O. Notes Series AAA of 2015	G.O. Notes Series AAAA of 2015	G.O. Bonds Series of 2019	G.O. Bond Series of 2020	Total Debt Service
6/30/2021	8,875	230,698	26,850	1,880,066	207,164	436,801	103,850	143,589	3,037,892
6/30/2022	8,750	213,948	31,300	2,118,438		432,959	103,350	222,914	3,131,658
6/30/2023	8,625	1,806,248	25,750			438,899	112,600	231,901	2,624,022
6/30/2024	8,500	1,812,048	25,250			432,644	111,600	235,762	2,625,803
6/30/2025	53,375	2,231,205					110,600	239,538	2,634,718
6/30/2026	87,125	793,831					109,900	2,330,463	3,321,320
6/30/2027							99,600	3,597,482	3,697,082
6/30/2028							94,450	3,602,853	3,697,303
6/30/2029							3,232,650	463,882	3,696,532
6/30/2030							1,307,950		1,307,950
6/30/2031									
6/30/2032									
6/30/2033									
6/30/2034									
6/30/2035									
<b>Totals</b>	<b>175,250</b>	<b>7,087,976</b>	<b>109,150</b>	<b>3,998,504</b>	<b>207,164</b>	<b>1,741,303</b>	<b>5,386,550</b>	<b>11,068,384</b>	<b>29,774,281</b>

<b>Local Effort Requirements</b>									
11	12	13	14	15	16	17	18	19	20
Fiscal Year Ended	G.O. Bonds Series of 2012	G.O. Bonds Series of 2015	G.O. Bonds Series A of 2015	G.O. Notes Series AA of 2015	G.O. Notes Series AAA of 2015	G.O. Notes Series AAAA of 2015	G.O. Bonds Series of 2019	G.O. Bond Series of 2020	Total Local Effort
6/30/2021	6,007	230,698	18,723	1,425,309	129,328	436,801	70,291	97,189	2,414,346
6/30/2022	5,922	213,948	21,827	1,606,023		432,959	69,953	150,880	2,501,511
6/30/2023	5,838	1,806,248	17,956			438,899	76,214	156,963	2,502,118
6/30/2024	5,753	1,812,048	17,608			432,644	75,537	159,576	2,503,165
6/30/2025	36,127	2,231,205					74,860	162,132	2,504,324
6/30/2026	58,971	793,831					74,386	1,577,384	2,504,573
6/30/2027							67,415	2,434,971	2,502,386
6/30/2028							63,929	2,438,607	2,502,536
6/30/2029							2,188,033	313,981	2,502,014
6/30/2030							885,292		885,292
6/30/2031									
6/30/2032									
6/30/2033									
6/30/2034									
6/30/2035									
<b>Totals</b>	<b>118,619</b>	<b>7,087,976</b>	<b>76,114</b>	<b>3,031,332</b>	<b>129,328</b>	<b>1,741,303</b>	<b>3,645,909</b>	<b>7,491,683</b>	<b>23,322,264</b>

<b>Principal*:</b>	<b>150,000</b>	<b>6,475,000</b>	<b>80,000</b>	<b>2,101,000</b>	<b>0</b>	<b>1,263,000</b>	<b>4,575,000</b>	<b>9,975,000</b>	<b>24,619,000</b>
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<b>PE%:</b>	49.23%	0.00%	46.11%	36.85%	57.24%	0.00%	49.23%	49.23%
<b>PE% Status:</b>	Perm	Estimated	Temp	Temp	Temp	Estimated	Perm	Estimated
<b>CARF:</b>	65.64%	65.64%	65.64%	65.64%	65.64%	65.64%	65.64%	65.64%
<b>Call Date:</b>	3/1/2017	9/1/2020	9/1/2020	Anytime	Anytime	Anytime	3/1/2025	Anytime
<b>Purpose:</b>	New Money	Cur Ref 2010	Cur Ref 2010A	Cur Ref 2010 AA	Cur Ref 2010AAA	Cur Ref 2011	Cur Ref 2013	Cur Ref 2017
<b>Paying Agent:</b>	M&T Bank	US Bank	US Bank	NA	NA	NA	M&T Bank	NA

\* Outstanding as of March 2, 2021



# Refunding Analysis

# **JERSEY SHORE AREA SCHOOL DISTRICT**

## **Topics for Discussion – Refunding**

### **I) Refunding Opportunity**

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- **The Series of 2012 Bonds:**
  - Total Par Outstanding: \$150,000
  - Final Maturity: March 1, 2026
  - Approx. Average Rate: 2.50%
- **The Series of 2015 Bonds:**
  - Total Par Outstanding: \$6,475,000
  - Final Maturity: September 1, 2025
  - Approx. Average Rate: 2.10%
- **The Series A of 2015 Bonds:**
  - Total Par Outstanding: \$80,000
  - Final Maturity: September 1, 2023
  - Approx. Average Rate: 2.00%
- **The Series AAAA of 2015 Notes:**
  - Total Par Outstanding: \$1,263,000
  - Final Maturity: September 1, 2023
  - Approx. Average Rate: 2.17%

### **II) Dual Track Process**

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- Solicit bank loan Request for Proposal from local, regional, and national financial institutions.
- Evaluate responses on an “apples to apples” basis.
- Compare best bank loan results with bond market.
- Discussion with District on how it would like to proceed based on interest rate conditions, terms and conditions associated with loans/bond.

### **III) Maximum Parameters Resolution**

---

- District may consider a “Parameters Resolutions” for the Series of 2021 Bonds, which authorizes the financing team to issue the bonds as long as certain parameters are met in order to be able to enter the market with those bonds when it is most advantageous.
- The Parameters Resolution establishes a set of thresholds under which the ultimate financing must fit within, including:
  - Maximum principal amount
  - Maximum interest rate
  - Maximum final maturity
  - Minimum net savings target (refunding)
- The District will not need to hold special meetings to approve the final pricing of the bonds.

**JERSEY SHORE AREA SCHOOL DISTRICT**

*Summary of 2021 Refinancing*

		1				
		<b>SERIES OF 2021</b>				
		<i>Purpose</i>				
		Refunds 2012, 2015, 2015A & 2015AAAA				
		<i>Settlement</i>				
		May 2021				
		<i>Principal</i>				
		\$8,074,000				
		<i>Net Local Effort Savings</i> <sup>[1]</sup>				
		\$104,945				
2	3	4	5	6	7	
<b>Fiscal Year Ending</b>	<b>Existing Local Effort</b>	<b>Unrefunded Local Effort</b>	<b>Refunding Local Effort</b> <sup>[1]</sup>	<b>Net Local Effort Savings</b> <sup>[1][2]</sup>	<b>New Local Effort</b>	
6/30/2021	2,414,346	2,414,346			2,414,346	
6/30/2022	2,501,511	1,826,856	572,975	101,680	2,399,831	
6/30/2023	2,502,118	233,177	2,268,065	876	2,501,242	
6/30/2024	2,503,165	235,113	2,267,372	681	2,502,485	
6/30/2025	2,504,324	236,992	2,266,369	963	2,503,361	
6/30/2026	2,504,573	1,651,770	852,056	746	2,503,827	
6/30/2027	2,502,386	2,502,386			2,502,386	
6/30/2028	2,502,536	2,502,536			2,502,536	
6/30/2029	2,502,014	2,502,014			2,502,014	
6/30/2030	885,292	885,292			885,292	
6/30/2031						
6/30/2032						
6/30/2033						
6/30/2034						
6/30/2035						
<b>TOTAL</b>	<b>23,322,264</b>	<b>14,990,482</b>	<b>8,226,837</b>	<b>104,945</b>	<b>23,217,319</b>	

[1] Estimated rates, actual rates to be determined at the time of pricing.

[2] Present value of 10 basis points is approximately \$18,800.

**JERSEY SHORE AREA SCHOOL DISTRICT**

SERIES OF 2012

Bonds to be Refunded

*Optional Redemption: March 1, 2017*

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021			1,875.00	1,875.00			
3/1/2022	5,000	2.500	1,875.00	6,875.00	8,750.00	2,827.53	5,922.47
9/1/2022			1,812.50	1,812.50			
3/1/2023	5,000	2.500	1,812.50	6,812.50	8,625.00	2,787.13	5,837.87
9/1/2023			1,750.00	1,750.00			
3/1/2024	5,000	2.500	1,750.00	6,750.00	8,500.00	2,746.74	5,753.26
9/1/2024			1,687.50	1,687.50			
3/1/2025	50,000	2.500	1,687.50	51,687.50	53,375.00	17,247.90	36,127.10
9/1/2025			1,062.50	1,062.50			
3/1/2026	85,000	2.500	1,062.50	86,062.50	87,125.00	28,154.07	58,970.93
TOTALS	150,000		16,375.00	166,375.00	166,375.00	53,763.37	112,611.63

PE% 49.23% *(Estimated)*  
AR% 65.64% *(2020-2021)*

<b>JERSEY SHORE AREA SCHOOL DISTRICT</b>							
SERIES OF 2015							
Bonds to be Refunded						<i>Optional Redemption: September 1, 2020</i>	

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	80,000	2.000	67,373.75	147,373.75			
3/1/2022			66,573.75	66,573.75	213,947.50		213,947.50
9/1/2022	1,690,000	2.000	66,573.75	1,756,573.75			
3/1/2023			49,673.75	49,673.75	1,806,247.50		1,806,247.50
9/1/2023	1,730,000	2.000	49,673.75	1,779,673.75			
3/1/2024			32,373.75	32,373.75	1,812,047.50		1,812,047.50
9/1/2024	2,190,000	2.150	32,373.75	2,222,373.75			
3/1/2025			8,831.25	8,831.25	2,231,205.00		2,231,205.00
9/1/2025	785,000	2.250	8,831.25	793,831.25			
3/1/2026					793,831.25		793,831.25
<b>TOTALS</b>	<b>6,475,000</b>		<b>382,278.75</b>	<b>6,857,278.75</b>	<b>6,857,278.75</b>	<b>0.00</b>	<b>6,857,278.75</b>
PE%	0.00%	(Estimated)					
AR%	65.64%	(2020-2021)					



**JERSEY SHORE AREA SCHOOL DISTRICT**

SERIES A OF 2015

Bonds to be Refunded

*Optional Redemption: September 1, 2020*

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	30,000	2.000	800.00	30,800.00			
3/1/2022			500.00	500.00	31,300.00	9,473.45	21,826.55
9/1/2022	25,000	2.000	500.00	25,500.00			
3/1/2023			250.00	250.00	25,750.00	7,793.65	17,956.35
9/1/2023	25,000	2.000	250.00	25,250.00			
3/1/2024					25,250.00	7,642.32	17,607.68
<b>TOTALS</b>	<b>80,000</b>		<b>2,300.00</b>	<b>82,300.00</b>	<b>82,300.00</b>	<b>24,909.42</b>	<b>57,390.58</b>
PE%	46.11%	(Estimated)					
AR%	65.64%	(2020-2021)					

<b>JERSEY SHORE AREA SCHOOL DISTRICT</b>							
SERIES AAAA OF 2015							
Bonds to be Refunded						<i>Optional Redemption: Anytime</i>	

1	2	3	4	5	6	7	8
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Local Effort</u>
9/1/2021	410,000	2.170	13,703.55	423,703.55			
3/1/2022			9,255.05	9,255.05	432,958.60		432,958.60
9/1/2022	425,000	2.170	9,255.05	434,255.05			
3/1/2023			4,643.80	4,643.80	438,898.85		438,898.85
9/1/2023	428,000	2.170	4,643.80	432,643.80			
3/1/2024					432,643.80		432,643.80
<b>TOTALS</b>	<b>1,263,000</b>		<b>41,501.25</b>	<b>1,304,501.25</b>	<b>1,304,501.25</b>	<b>0.00</b>	<b>1,304,501.25</b>
PE%	0.00%	(Estimated)					
AR%	65.64%	(2020-2021)					

**JERSEY SHORE AREA SCHOOL DISTRICT**  
**AMOUNT REQUIRED TO CALL**

1                      2                      3                      4                      5

**SERIES OF 2012**

<b>AMOUNT REQUIRED TO CALL</b>				
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Escrow Agent</u>	<u>Required</u>
5/17/2021	150,000.00	791.67		150,791.67
TOTALS	150,000.00	791.67	0.00	150,791.67

**SERIES OF 2015**

6                      7                      8                      9                      10

<b>AMOUNT REQUIRED TO CALL</b>				
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Escrow Agent</u>	<u>Required</u>
5/17/2021	6,475,000.00	28,446.69		6,503,446.69
TOTALS	6,475,000.00	28,446.69	0.00	6,503,446.69

**SERIES A OF 2015**

11                      12                      13                      14                      15

<b>AMOUNT REQUIRED TO CALL</b>				
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Escrow Agent</u>	<u>Required</u>
5/17/2021	80,000.00	337.78		80,337.78
TOTALS	80,000.00	337.78	0.00	80,337.78

**SERIES AAAA OF 2015**

16                      17                      18                      19                      20

<b>AMOUNT REQUIRED TO CALL</b>				
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Escrow Agent</u>	<u>Required</u>
5/17/2021	1,263,000.00	5,785.94		1,268,785.94
TOTALS	1,263,000.00	5,785.94	0.00	1,268,785.94

**JERSEY SHORE AREA SCHOOL DISTRICT**

SERIES OF 2021

REFUNDS THE SERIES OF 2012, SERIES OF 2015, AND SERIES AAAA OF 2015

Settle 5/17/2021

Dated 5/17/2021

1	2	3	4	5	6	7	8	9	10
<u>Date</u>	<u>Principal</u>	<u>Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>	<u>State Aid</u>	<u>Proposed Local Effort</u>	<u>Existing Local Effort</u>	<u>Savings</u>
9/1/2021	505,000	1.200	27,989.87	532,989.87					
3/1/2022		1.200	45,414.00	45,414.00	578,403.87	5,429.20	572,974.67	674,655.13	101,680.46
9/1/2022	2,212,000	1.200	45,414.00	2,257,414.00					
3/1/2023		1.200	32,142.00	32,142.00	2,289,556.00	21,490.96	2,268,065.04	2,268,940.57	875.53
9/1/2023	2,238,000	1.200	32,142.00	2,270,142.00					
3/1/2024		1.200	18,714.00	18,714.00	2,288,856.00	21,484.39	2,267,371.61	2,268,052.24	680.64
9/1/2024	2,264,000	1.200	18,714.00	2,282,714.00					
3/1/2025		1.200	5,130.00	5,130.00	2,287,844.00	21,474.89	2,266,369.11	2,267,332.10	962.99
9/1/2025	855,000	1.200	5,130.00	860,130.00					
3/1/2026					860,130.00	8,073.63	852,056.37	852,802.18	745.81
<b>TOTALS</b>	<b>8,074,000</b>		<b>230,789.87</b>	<b>8,304,789.87</b>	<b>8,304,789.87</b>	<b>77,953.08</b>	<b>8,226,836.79</b>	<b>8,331,782.22</b>	<b>104,945.43</b>

PE% 1.43% (Estimated)  
 AR% 65.64% (2020-2021)

Savings Allocation	Amount	Percentage
School District's Share	104,945.43	1.33%
State's Share	719.71	0.01%
<b>Total Savings</b>	<b>105,665.13</b>	<b>1.34%</b>

## **SAMPLE MOTION**

Resolved: The Board of School Directors of the Jersey Shore Area School District does hereby authorize the Administration to work with PFM Financial Advisors LLC as independent Financial Advisor, Eckert, Seamans, Cherin, & Mellott LLP as Bond Counsel, and the Solicitor to proceed with the issuance of the General Obligation Bond, Series of 2021, the proceeds of which will be used towards the current refunding of the District's Series of 2012 Bonds, Series of 2015 Bonds, Series A of 2015 Bonds, and Series AAAA of 2015 Notes, via a competitive dual-track process between a bank loan and a bond issue, with a minimum net savings target of \$50,000.

## **SAMPLE TIMELINE**

March 8, 2021	– Initial Presentation to Board
	– Authorize Finance Team to Proceed
April 12, 2021 (or later)	– Board Reviews Bank Loan RFPs
	– Adopt Resolution
May 17, 2021 (or later)	– Settlement



# New Money Analysis

# **JERSEY SHORE AREA SCHOOL DISTRICT**

## **Topics for Discussion – New Money**

### **I) New Money**

---

- For illustrative purposes only, handout illustrates a project size of up to \$37.8 million
- The District’s current maximum borrowing capacity is approximately \$68.3 million
- All projects are term limited by the useful life of the project. Projects procured under Act 39 (ESCO/GESA projects) are further limited to the shorter of the useful life of the project or 20 years

### **II) Borrowing Laws-Federal Tax Laws**

---

- The Internal Revenue Code (the “Code”) permits the Issuer to borrow funds at a tax-exempt interest rate and invest the proceeds at an unlimited yield during the period of project construction, but not more than 3 years, if the reasonable expectations of the Issuer are to meet the following 3 tests:
  1. Expenditure Test – spend 85% of the proceeds within 3 years;
  2. Time Test – incur within 6 months a substantial binding obligation to expend at least 5% of the proceeds;
  3. Due Diligence Test – proceed with due diligence to complete the capital project and expend the proceeds for the capital project.

### **III) Approaches to New Money Financing**

---

- Current Funding – wait for construction bids
- Advance Funding – borrow all (or a portion) prior to construction bids
- Multiple Financing – spread borrowings over different calendar years, taking advantage of IRS limits and staggering impact vs. increased costs of issuance

### **IV) Bank-Qualified Bonds Review**

---

- Current IRS tax law states that a tax-exempt issuer can issue \$10 million of Bank Qualified (“BQ”) bonds per calendar year.
  - Holder of BQ bonds enjoy certain additional tax benefits, resulting in higher demand.
    - BQ bonds typically have lower interest rates and a shorter call feature than non-BQ bonds.
  - Depending on market conditions, it is typically in the District’s best interest to issue BQ bonds when possible to take advantage of the lower rates and a shorter call feature.

### **V) Reimbursement Resolution**

---

- A reimbursement resolution allows the issuer to pay itself back from the bond proceeds for costs related to the project
- A project may incur significant expenses prior to the financing
  - Feasibility studies
  - Traffic studies
  - Architect Fees
  - Legal Fees

**JERSEY SHORE AREA SCHOOL DISTRICT**  
*Summary of New Money Scenario*

		1	2	3	4		
		Step 1	Step 2	Step 3	SCENARIO 1 - Total		
<b>Settlement</b>		March 2024	March 2025	March 2026	-		
<b>Principal</b>		\$10,000,000	\$17,830,000	\$10,000,000	\$37,830,000		
<b>Project Fund Deposit</b>		\$9,773,389	\$17,507,371	\$9,774,590	\$37,055,349		
<b>Term</b>		27 Years	26 Years	25 Years	-		
<b>Structure</b>		Wrap	Wrap	Wrap	-		

5	6	7	8	9	10	11	12
Fiscal Year Ending	Existing Local Effort	Proposed Local Effort <sup>[1]</sup>	Proposed Local Effort <sup>[1]</sup>	Proposed Local Effort <sup>[1]</sup>	Indirect Cost Savings	Total Overall Local Effort <sup>[1]</sup>	Total Millage Equivalent <sup>[2]</sup>
6/30/2021	2,414,346					2,414,346	
6/30/2022	2,501,511					2,501,511	
6/30/2023	2,502,118					2,502,118	
6/30/2024	2,503,165					2,503,165	
6/30/2025	2,504,324	340,559				2,844,883	1.55
6/30/2026	2,504,573	340,452	594,076			3,439,100	2.70
6/30/2027	2,502,386	340,342	593,969	330,891		3,767,587	1.49
6/30/2028	2,502,536	340,226	593,859	330,784		3,767,404	
6/30/2029	2,502,014	340,104	593,743	330,674		3,766,534	
6/30/2030	885,292	389,333	850,397	375,022		2,500,043	(5.76)
6/30/2031		664,101	1,169,436	670,087		2,503,623	
6/30/2032		664,714	1,173,458	666,168		2,504,339	
6/30/2033		664,631	1,171,272	666,661		2,502,563	
6/30/2034		663,901	1,172,834	666,446		2,503,180	
6/30/2035		667,556	1,173,162	660,572		2,501,290	
6/30/2036		665,639	1,172,454	664,022		2,502,114	
6/30/2037		668,116	1,170,786	661,840		2,500,742	
6/30/2038		664,953	1,173,024	664,072		2,502,048	
6/30/2039		666,178	1,174,025	660,683		2,500,886	
6/30/2040		666,739	1,173,839	661,637		2,502,215	
6/30/2041		666,624	1,177,436	656,966		2,501,026	
6/30/2042		665,821	1,174,795	661,619		2,502,235	
6/30/2043		664,318	1,175,893	660,502		2,500,713	
6/30/2044		667,016	1,175,623	658,685		2,501,324	
6/30/2045		668,814	1,178,874	656,156		2,503,844	
6/30/2046		664,812	1,180,533	657,816		2,503,161	
6/30/2047		665,025	1,180,622	658,564		2,504,211	
6/30/2048		664,352	1,179,168	658,413		2,501,932	
6/30/2049		667,752	1,181,058	652,467		2,501,277	
6/30/2050		665,277	1,176,382	660,535		2,502,194	
6/30/2051		666,921	1,155,600	682,127		2,504,648	
6/30/2052							
6/30/2053							
6/30/2054							
6/30/2055							
<b>TOTAL</b>	<b>23,322,264</b>	<b>16,074,272</b>	<b>27,886,314</b>	<b>15,273,401</b>	<b>0.00</b>	<b>82,556,251</b>	<b>(0.02)</b>

**Notes:**  
 [1] Estimated rates, actual rates to be determined at time of pricing.  
 [2] Estimated value of 1 collected mill is calculated at \$219,994.



**JERSEY SHORE AREA SCHOOL DISTRICT**  
 Summary of New Money Scenario with Capitalized Interest

	1	2	3	4
	Step 1	Step 2	Step 3	SCENARIO 2 - Total
<b>Settlement</b>	March 2024	March 2025	March 2026	-
<b>Principal</b>	\$10,000,000	\$17,830,000	\$10,000,000	\$37,830,000
<b>Project Fund Deposit</b>	\$8,071,707	\$15,131,725	\$8,782,242	\$31,985,674
<b>Capitalized Interest</b>	\$1,701,682	\$2,375,646	\$992,348	\$5,069,675
<b>Term</b>	27 Years	26 Years	25 Years	-
<b>Structure</b>	Wrap	Wrap	Wrap	-

5	6	7	8	9	10	11	12	13	14	15
Fiscal Year Ending	Existing Local Effort	Proposed Local Effort [1]	Proposed Local Effort [1]	Proposed Local Effort [1]	Indirect Cost Savings	Gross Total Overall Local Effort	Gross Millage Impact [2]	Estimated Capitalized Interest	Net Overall Local Effort	Total Millage Equivalent [2]
6/30/2021	2,414,346					2,414,346			2,414,346	
6/30/2022	2,501,511					2,501,511			2,501,511	
6/30/2023	2,502,118					2,502,118			2,502,118	
6/30/2024	2,503,165					2,503,165			2,503,165	
6/30/2025	2,504,324	340,559				2,844,883	1.55	(340,559)	2,504,324	0.01
6/30/2026	2,504,573	340,452	594,076			3,439,100	2.70	(934,528)	2,504,573	
6/30/2027	2,502,386	340,342	593,969	330,891		3,767,587	1.49	(1,265,201)	2,502,386	(0.01)
6/30/2028	2,502,536	340,226	593,859	330,784		3,767,404		(1,264,868)	2,502,536	
6/30/2029	2,502,014	340,104	593,743	330,674		3,766,534		(1,264,520)	2,502,014	
6/30/2030	885,292	389,333	850,397	375,022		2,500,043	(5.76)		2,500,043	(0.01)
6/30/2031		664,101	1,169,436	670,087		2,503,623			2,503,623	
6/30/2032		664,714	1,173,458	666,168		2,504,339			2,504,339	
6/30/2033		664,631	1,171,272	666,661		2,502,563			2,502,563	
6/30/2034		663,901	1,172,834	666,446		2,503,180			2,503,180	
6/30/2035		667,556	1,173,162	660,572		2,501,290			2,501,290	
6/30/2036		665,639	1,172,454	664,022		2,502,114			2,502,114	
6/30/2037		668,116	1,170,786	661,840		2,500,742			2,500,742	
6/30/2038		664,953	1,173,024	664,072		2,502,048			2,502,048	
6/30/2039		666,178	1,174,025	660,683		2,500,886			2,500,886	
6/30/2040		666,739	1,173,839	661,637		2,502,215			2,502,215	
6/30/2041		666,624	1,177,436	656,966		2,501,026			2,501,026	
6/30/2042		665,821	1,174,795	661,619		2,502,235			2,502,235	
6/30/2043		664,318	1,175,893	660,502		2,500,713			2,500,713	
6/30/2044		667,016	1,175,623	658,685		2,501,324			2,501,324	
6/30/2045		668,814	1,178,874	656,156		2,503,844			2,503,844	
6/30/2046		664,812	1,180,533	657,816		2,503,161			2,503,161	
6/30/2047		665,025	1,180,622	658,564		2,504,211			2,504,211	
6/30/2048		664,352	1,179,168	658,413		2,501,932			2,501,932	
6/30/2049		667,752	1,181,058	652,467		2,501,277			2,501,277	
6/30/2050		665,277	1,176,382	660,535		2,502,194			2,502,194	
6/30/2051		666,921	1,155,600	682,127		2,504,648			2,504,648	
6/30/2052										
6/30/2053										
6/30/2054										
6/30/2055										
<b>TOTAL</b>	<b>23,322,264</b>	<b>16,074,272</b>	<b>27,886,314</b>	<b>15,273,401</b>	<b>0.00</b>	<b>82,556,251</b>	<b>(0.02)</b>	<b>(5,069,675)</b>	<b>77,486,576</b>	<b>(0.01)</b>

**Notes:**  
 [1] Estimated rates, actual rates to be determined at time of pricing.  
 [2] Estimated value of 1 collected mill is calculated at \$219,994.

# **JERSEY SHORE AREA SCHOOL DISTRICT**

## **Ungrandfathered Millage Strategies**

- 1. Fit millage impact under Act 1 Allowable Index Increase (the “Index”)**
  - a. Increase up to the Index every year starting in 2021-2022 to phase in ungrandfathered millage gradually*
  - b. The District’s 2021-2022 estimated Allowable Index Increase = 4.10% (approx. 2.38 mills)*
  - c. Seek exceptions and increase beyond the Index if possible*
- 2. Use estimated interest earnings from construction fund toward project**
  - a. Input needed from architect to determine approximate interest earnings which would then be used to downsize the bond issue*
- 3. Operating savings**
  - a. Custodial Supplies, Fuel and Utilities, Contracted Maintenance & Repairs, Transportation, Insurance Premiums, Personnel*
- 4. Contribute cash towards Project**
  - b. Either temporarily borrow or permanently contribute a portion of existing reserves to help phase in borrowing capacity and millage impact*
- 5. Break borrowing into smaller portions**
  - a. The District will have the ability to phase debt service into the budget more slowly*
  - b. \$10,000,000 per calendar will allow for bank qualified borrowings (i.e. lower interest rates) and 5 year call features*
- 6. Consider wrap around payment structure for borrowing(s)**
- 7. Capitalize Interest**
  - a. The use of bond proceeds to phase the millage impact into the budget gradually*
  - b. Increases the size of the bond issue*
- 8. Debt Restructuring**
  - a. Restructure a portion of outstanding debt to create capacity for new ungrandfathered debt*
- 9. Consider using Capital Appreciation Bonds to reduce millage impact**
  - a. Tends to increase interest expense (compound interest)*
- 10. Debt Act Referendum (Electoral Debt)**
  - a. Voters vote on debt service millage for specific project*
- 11. Act 1 Referendum**
  - a. Voters vote on property tax increase beyond the Index – not specific project*



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Book	Board Policy Manual
Section	000 Local Board Procedures
Title	Meetings
Code	006
Status	

## Legal

1. [24 P.S. 407](#)
2. [65 Pa. C.S.A. 701 et seq](#)
3. [24 P.S. 422](#)
4. [24 P.S. 405](#)
5. [24 P.S. 426](#)
6. [24 P.S. 427](#)
7. [24 P.S. 428](#)
8. [65 Pa. C.S.A. 703](#)
9. [65 Pa. C.S.A. 709](#)
10. [24 P.S. 423](#)
11. [24 P.S. 421](#)
12. **Pol. 903 - Public Participation in Board Meetings**
13. [24 P.S. 609](#)
14. [24 P.S. 687](#)
15. [24 P.S. 324](#)
16. [24 P.S. 707](#)
17. [24 P.S. 803](#)
18. [24 P.S. 1129](#)
19. [24 P.S. 671](#)
20. [24 P.S. 508](#)
21. **Pol. 108 - Adoption of Textbooks**
22. [24 P.S. 1071](#)
23. [24 P.S. 1076](#)
24. **Pol. 604 - Budget Adoption**
25. **Pol. 005 - Organization**
26. **Pol. 606 - Tax Collection**
27. **Pol. 605 - Tax Levy**
28. **Pol. 107 - Adoption of Planned Instruction**
29. [24 P.S. 621](#)
30. **Pol. 612 - Purchases Not Budgeted**
31. **Pol. 610 - Purchases Subject to Bid/Quotation**
32. [24 P.S. 224](#)
33. [24 P.S. 514](#)
34. [24 P.S. 1080](#)
35. [24 P.S. 212](#)
36. [24 P.S. 702](#)
37. [24 P.S. 708](#)
38. [24 P.S. 1503](#)
39. **Pol. 004 - Membership**
40. **Pol. 003 - Functions**

... - - - - -

Adopted September 24, 2007

Last Revised August 10, 2015

## **Parliamentary Authority**

All Board meetings shall be conducted in an orderly and business-like manner. Robert's Rules of Order, Newly Revised, including group rules shall guide the Board in its deliberations in all cases in which it is not inconsistent with law, state regulations or Board procedures. [\[1\]](#)[\[2\]](#)

## **Quorum**

A quorum shall consist of a majority of the members of the Board. No business shall be transacted at a meeting without a quorum, but the Board members present at such a meeting may adjourn to another time. [\[3\]](#)

## **Presiding Officer**

The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a Board member shall be elected President pro tempore by a plurality of those present to preside at that meeting only. [\[4\]](#)  
[\[5\]](#)[\[6\]](#)[\[7\]](#)

## **Notice**

Notice of all public Board meetings, including committee meetings and work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general circulation designated by the Board and posting of such notice at the administrative offices of the Board. [\[8\]](#)[\[9\]](#)

1. Notice of regular meetings shall be given by publication and posting of a schedule showing the date, place and time of all regular meetings for the calendar year at least three (3) days prior to the time of the first regular meeting. [\[8\]](#)[\[9\]](#)
2. Notice of all special meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting, except that such notice shall be waived when a special meeting is called to deal with an actual emergency involving a clear and present danger to life or property. [\[8\]](#)[\[9\]](#)
3. Notice of all rescheduled meetings shall be given by publication and posting of notice at least twenty-four (24) hours prior to the time of the meeting. [\[8\]](#)[\[9\]](#)
4. Notice of all recessed or reconvened meetings shall be given by posting a notice of the place, date and time of the meeting and sending copies of such notice to interested parties. [\[8\]](#)
5. Notice of all public meetings shall be given to any newspaper(s) circulating in Lycoming or Clinton Counties and any radio or television station which so requests. Notice of all public meetings shall be given to any individual who so requests and provides a stamped, addressed envelope for such notification. [\[9\]](#)

Notice of all rescheduled meetings and special meetings shall be given to Board members no later than twenty-four (24) hours prior to the time of the meeting. [\[10\]](#)[\[9\]](#)

## **Regular Meetings**

Regular Board meetings shall be public and shall be held at specified places at least once every two (2) months. [\[11\]](#)[\[2\]](#)

### Agenda

It shall be the responsibility of the Superintendent, in cooperation with the Board Secretary and Board President, to prepare an agenda of the items of business to come before the Board at each regular meeting.

The agenda, together with all relevant reports, shall be provided each Board member at least three (3) days before the meeting.

Any additions or changes to the prepared agenda may be requested by a Board member or the Superintendent. Such items shall be submitted to the Superintendent or Board Secretary, as applicable, on or before the close of business of the Wednesday preceding the Board meeting. Addenda agenda items, or items not appearing on the regular meeting agenda, may be considered at any regular meeting of the Board, upon the affirmative vote of a majority of the Board members present.

### Order of Business

The order of business for regular meetings shall be as follows, unless altered by the President or a majority of those present and voting:

#### *Opening*

- Call to Order
- Roll Call
- Pledge of Allegiance

#### *Approvals*

- Minutes
- Treasurer's Report
- Bills

#### *Presentations*

#### *Communications*

- President's Report
- Intermediated Unit Report
- Superintendent's Report
- Courtesy of the Floor
- Personnel
- Curriculum & Instruction
- Building and Grounds

## Finance

### *Miscellaneous Items*

### *Adjournment*

### **Special Meetings**

Special meetings may be called for special or general purposes and shall be public except when conducted as an executive session for purposes authorized by the Sunshine Act. [\[10\]](#)[\[5\]](#)[\[2\]](#)

The President may call a special meeting at any time and shall call a special meeting upon presentation of the written requests of three (3) Board members. Upon the President's failure or refusal to call a special meeting, such meeting may be called at any time by a majority of the Board members. [\[5\]](#)

No business shall be transacted at any special meeting except that named in the call sent to members for such special meeting. [\[10\]](#)

### **Courtesy of the Floor**

Eligible members of the public present at a Board meeting may address the Board in accordance with law and Board procedures and policy. [\[2\]](#)[\[12\]](#)

### **Voting**

All motions shall require for adoption a majority vote of those Board members present and voting, except as provided by statute or Board procedures.

All votes on motions and resolutions shall be by voice vote unless an oral roll call vote is requested by the President or another Board member.

1. The following actions require the unanimous consent of all remaining Board members of the Board:
  - a. Appoint as an attorney or solicitor of the Board who has served as Board member for two (2) consecutive terms of four (4) years each after resigning his/her office.
  - b. Appoint as Board Secretary a Board member who has resigned his/her office.
2. The following actions require the recorded affirmative votes of two-thirds of the full number of Board members:
  - a. Transfer of budgeted funds during the first three (3) months of the fiscal year. [\[13\]](#)[\[14\]](#)
  - b. Incur a temporary debt to meet an emergency or catastrophe. [\[14\]](#)
  - c. Elect to a teaching position a person who has served as a Board member and who has resigned. [\[15\]](#)
  - d. Convey land or buildings to the municipality co-terminus with the school district in accordance with law. [\[16\]](#)
  - e. Adopt or change textbooks without the recommendation of the Superintendent. [\[17\]](#)
  - f. Dismiss, after a hearing, a tenured professional employee. [\[18\]](#)



3. The following actions require the recorded affirmative votes of a majority of the full number of Board members:
- a. Fixing the length of school term. [\[20\]](#)
  - b. Adopting textbooks recommended by the Superintendent. [\[20\]](#)[\[21\]](#)
  - c. Appointing the district Superintendent and Assistant Superintendent(s). [\[20\]](#)[\[22\]](#)[\[23\]](#)
  - d. Appointing teachers and principals. [\[20\]](#)
  - e. Adopting the annual budget. [\[20\]](#)[\[24\]](#)
  - f. Appointing tax collectors and other appointees. [\[20\]](#)[\[25\]](#)[\[26\]](#)
  - g. Levying and assessing taxes. [\[20\]](#)[\[27\]](#)
  - h. Purchasing, selling, or condemning land. [\[20\]](#)
  - i. Locating new buildings or changing the location of old ones. [\[20\]](#)
  - j. Adopting planned instruction. [\[20\]](#)[\[28\]](#)
  - k. Establishing additional schools or departments. [\[20\]](#)
  - l. Designating depositories for school funds. [\[20\]](#)[\[29\]](#)
  - m. Expending district funds.
  - n. Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year. [\[14\]](#)[\[30\]](#)
  - o. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements). [\[20\]](#)[\[31\]](#)
  - p. Fixing salaries or compensation of officers, teachers, or other appointees of the Board. [\[20\]](#)
  - q. Combining or reorganizing into a larger school district. [\[32\]](#)
  - r. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit. [\[20\]](#)
  - s. Dismissing, after a hearing, a nontenured employee. [\[20\]](#)[\[33\]](#)[\[34\]](#)
  - t. Adopting a corporate seal for the district. [\[35\]](#)
  - u. Determining the location and amount of any real estate required by the school district for school purposes. [\[36\]](#)
  - v. Vacating and abandoning property to which the Board has title. [\[37\]](#)
  - w. Determining the holidays, other than those provided by statute, to be observed by special exercises and those on which the schools shall be closed for the whole day. [\[38\]](#)

- x. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[39]
- y. Adopting, amending or repealing Board procedures and policy.[40]

### **Minutes**

The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all open Board meetings. Said minutes shall be comprehensible and complete and shall show:[41][42]

1. Date, place, and time of the meeting.
2. Names of Board members present.
3. Presiding officer.
4. Substance of all official actions.
5. Actions taken.
6. Recorded votes and a record by individual members of all roll call votes taken.[43]
7. Names of all eligible citizens who appeared officially and the subject of their testimony.

The Board Secretary shall provide each Board member with a copy of the minutes of the last meeting prior to the next regular meeting.[1]

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary.[44]

Notations and any tape or audiovisual recordings shall not be the official record of a public Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule.[1][45][46]

### **Recess/Reconvene**

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy.[8][9][47]

### **Executive Session**

The Board may hold an executive session, which is not an open meeting, before; during; at the conclusion of a public meeting; or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the public meeting prior to or after the executive session.[48][49]

The Board may discuss the following matters in executive session:

1. Employment issues.
2. Labor relations.
3. Purchase or lease of real estate.

4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.

5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.

Official actions based on discussions held in executive session shall be taken at a public meeting.

### **Work Sessions**

The Board may meet as a Committee of the Whole in a public meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board procedures. [2][47]

A meeting of the Committee of the Whole, not regularly scheduled, may be called at any time by the President; the President shall call such a meeting when requested to do so by Board members. Public notice of the meeting shall be made in accordance with Board procedures.

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures. [8][9]

### **Committee Meetings**

Standing committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by members of the committee. [8][9][47]

A majority of the total membership of a committee shall constitute a quorum.

Unless held as an executive session, standing committee meetings shall be open to the public, other Board members, and the Superintendent. [2]

A majority of the committee or the chairperson may invite Board employees, consultants or other persons who have special knowledge of an area under discussion.

Board members who shall not be committee members but who attend committee meetings may not vote on committee matters.



Book	Board Policy Manual
Section	200 Pupils
Title	Assignment Within District
Code	206
Status	
Legal	<ol style="list-style-type: none"> <li>1. <a href="#">24 P.S. 1310</a></li> <li>2. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students</li> <li>3. Pol. 103.1 - Nondiscrimination-Qualified Students with Disabilities</li> <li>4. <a href="#">24 P.S. 1310.1</a></li> <li>5. Pol. 906 - Public Complaints</li> </ol>
Adopted	January 26, 2009
Prior Revised Dates	9/26/2016

### **Purpose**

The Board directs that the assignment of students to classes and schools within this district shall be consistent with the educational needs and abilities of students and the best use of district resources.

### **Authority**

The Board shall determine periodically the school attendance areas of the district, expects the students within each area are expected to attend the designated school. In assigning students to schools within this district, no discrimination shall occur. [\[1\]](#)[\[2\]](#)[\[3\]](#)

### **Delegation of Responsibility**

The Superintendent periodically shall review existing attendance areas and recommend to the Board changes that may be justified by considerations of safe student transportation and travel, convenience of access to schools, financial and administrative efficiency, and effectiveness of the instructional program, including equalizing class sizes.

The Superintendent or designee may assign a student to a school other than the one designated for the attendance area when such exception is justified by circumstances and is in the educational interest of the student.

The Superintendent or designee shall assign incoming transfer students to schools, grades, and classes that afford each student the greatest likelihood of realizing his/her educational potential and academic goals.

The building principal shall assign students in the school to appropriate grades, classes or groups,

based on consideration of the needs and abilities of the student, as well as the educational program and administration of the school.

## **Guidelines**

### School Choice

Wherever possible, consideration will be given to a parental request for attendance at a given school as long as additional transportation costs are not required to grant the request.

Such requests must be made to the Superintendent or designee, in writing, email accepted, by August 1st to exercise school choice for the coming year or upon enrollment. The request must contain a reason for the request and can be approved or denied based on adherence to Administrative Regulation for Policy 126 Class Size, maintaining a child's education, maintaining sibling placement or district interest.

Nothing in this Policy shall guarantee school choice for any family and decision to permit school choice is at the discretion of the Superintendent.

### Classroom Placement of Twins/Higher Order Multiples

A parent/guardian of twins or higher order multiples who are in the same grade level at the same school may request that their children be placed in the same classroom or in separate classrooms. The request for classroom placement must be made no later than ten (10) days after the first day of each school year or ten (10) days after the first day of the children's attendance. [4]

The school shall provide the classroom placement requested by the parent/guardian, with the following exceptions:

1. After consultation with the Superintendent or designee, the principal determines that an alternative placement is necessary.
2. After consultation with the teacher of each classroom in which the children are placed, the principal determines that the requested classroom placement is disruptive to the classroom. The principal may then determine the appropriate classroom placement for the siblings.
3. If the request for separate classroom placement would require the district to add an additional class to the grade level of the siblings.

The school may recommend classroom placement and provide professional education advice to the parent/guardian to assist in making the best decision for their children's education.

A parent/guardian may appeal the principal's classroom placement of twins or higher order multiples in accordance with Board policy. [5]



Book	Board Policy Manual
Section	200 Pupils
Title	Pregnant/Parenting/Married Students
Code	234
Status	
Legal	<a href="#">1. 24 P.S. 1326</a> <a href="#">2. 22 PA Code 12.1</a> <a href="#">24 P.S. 510</a>

### **Purpose**

A student who is eligible to attend district schools and is married and/or pregnant/parenting shall not be denied an educational program solely because of marriage, pregnancy, pregnancy-related disabilities, or potential or actual parenthood. [\[1\]](#)[\[2\]](#)

### **Authority**

The Board reserves the right to require as a prerequisite for attendance in the regular classes and participation in the extracurricular program of the schools that each pregnant student present to the Superintendent or designee a licensed physician's written statement that such activity will not be injurious to her health nor jeopardize her pregnancy.

### **Guidelines**

A pregnant/parenting student whose mental or physical condition prevents her from attending regular classes, when such condition is certified by a licensed physician, may be assigned to an alternate educational program.

A student who has received an alternate educational program for reasons associated with her pregnancy or parenting shall be readmitted to the regular school program upon her request and the written statement of a licensed physician that she is physically fit to do so.

### **Delegation of Responsibility**

The Superintendent or designee shall develop administrative regulations for implementing this policy.



Book	Board Policy Manual
Section	200 Pupils
Title	Surveys
Code	235.1
Status	
Legal	<ol style="list-style-type: none"><li>1. <a href="#">20 U.S.C. 1232h</a></li><li>2. <a href="#">22 PA Code 12.41</a></li><li>3. Pol. 105.1 - Review of Instructional Materials by Parents/Guardians and Students</li><li>4. <a href="#">22 PA Code 4.4</a></li></ol>

### **Purpose**

This policy sets forth guidelines regarding the conduct of surveys and collection and use of information for marketing purposes, consistent with law and regulations.

### **Definitions**

Personal information means individually identifiable information, including a student's or parent's/guardian's first and last name; home or physical address, including street name and the name of the city or town; telephone number; or social security number. [\[1\]](#)

For purposes of this policy, protected information, as addressed by the Protection of Pupil Rights Amendment (PPRA), includes: [\[1\]](#)

1. Political affiliations or beliefs of the student or student's parent/guardian.
2. Mental or psychological problems of the student or student's family.
3. Sex behavior or attitudes.
4. Illegal, anti-social, self-incriminating or demeaning behavior.
5. Critical appraisals of other individuals with whom respondents have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or student's parent/guardian.
8. Income, other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

### **Authority**

Surveys conducted by outside agencies, organizations and individuals shall be approved by the Board, based on the Superintendent's recommendation, prior to administration to students.

### **Guidelines**

All surveys and instruments used to collect information from students shall relate to the district's educational objectives. [\[2\]](#)

#### U.S. Department of Education Funded Surveys

No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, to submit to a survey, analysis or evaluation that reveals protected information without written parental consent for students under eighteen (18) years of age or written consent of emancipated students or those over eighteen (18) years of age. [\[1\]](#)

All instructional materials, including teachers' manuals, films, tapes or other supplementary material, that will be used in connection with any survey, analysis or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be made available for inspection by the parent(s)/guardian(s) of the student. [\[1\]](#)[\[3\]](#)

#### Surveys Funded by Other Sources

Parents/Guardians shall be informed of the nature and scope of individual surveys and their relationship to the educational program of their child and the parent's/guardian's right to inspect, upon request, a survey created by a third party prior to administration or distribution to a student. Such requests shall be in writing and submitted to the building principal. [\[2\]](#)[\[1\]](#)

Parents/Guardians shall be informed of their right to have their child excluded from any research studies or surveys conducted by entities other than a school entity without prior written consent. [\[4\]](#)[\[2\]](#)[\[1\]](#)

#### Collection of Information for Marketing, Sales or Other Distribution Purposes

The district shall notify parents/guardians of any activities involving the collection, disclosure or use of personal information collected from students for the purpose of marketing or selling, or otherwise providing the information to others for that purpose. [\[1\]](#)

The parent/guardian has the right to inspect the instrument used in collection of personal information for the purpose of marketing or selling that information and opt the student out of participating in any activity that results in the collection, disclosure or use of personal information for purposes of marketing or selling that information. [\[1\]](#)

This provision does not apply to the collection, disclosure or use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following: recruiters, book clubs, curriculum and instructional materials used by schools, sale by students of products or services to raise funds for school-related or education-related activities, or student recognition programs. [\[1\]](#)

#### Privacy

The district shall implement procedures to protect student identity and privacy when a survey containing one or more of the items listed under protected information is administered or distributed to a student and in the event of the collection, disclosure or use of personal information for marketing, sales or other distribution purposes. [\[1\]](#)



### Student and Parent/Guardian Rights

Under federal law, the rights provided to parents/guardians under this policy transfer to the student when the student turns eighteen (18) years old or is an emancipated minor. These rights do not transfer under state law; therefore, parents/guardians retain their rights to receive notice and to inspect.[\[4\]](#)[\[2\]](#)[\[1\]](#)

### Delegation of Responsibility

The Superintendent or designee shall notify parents/guardians and students of: [\[1\]](#)

1. This policy and its availability.
2. The specific or approximate dates during the school year when activities described above are scheduled, or expected to be scheduled.
3. How to opt their child out of participation in activities as provided in this policy.
4. How to request access to any survey or other material described in this policy.

This notification shall be given at least annually, at the beginning of each school year, and within a reasonable time after any substantive changes regarding the contents of this policy.

The Superintendent or designee shall establish administrative regulations for protecting student identity and privacy in the administration of protected information surveys and the collection, disclosure or use of personal information for marketing, sales or other distribution purposes.



Book	Board Policy Manual
Section	200 Pupils
Title	Foreign Exchange Students
Code	239
Status	
Legal	1. Pol. 203 - Immunizations and Communicable Diseases <a href="#">22 PA Code 4.74</a> <a href="#">8 U.S.C. 1101</a> <a href="#">22 CFR Part 62</a>

### **Purpose**

In order to promote cultural awareness and understanding and to provide diverse experiences to district students, the Board shall admit foreign exchange students into district schools.

### **Authority**

The Board shall accept foreign exchange students who meet the established criteria for admission to district schools.

The Board shall accept exchange students on a J-1 Visa who reside within the district as participants in group-sponsored exchange programs approved by the Board. Exchange students on a J-1 Visa shall not be required to pay tuition.

The Board shall accept privately sponsored exchange students on an F-1 Visa for attendance only in secondary schools upon payment of tuition at the established district rate; tuition payments may not be waived. The period of attendance shall not exceed twelve (12) months.

The Board reserves the right to limit the number of foreign exchange students admitted to the schools based on space availability and qualifying criteria.

### **Delegation of Responsibility**

The Superintendent or designee shall be responsible for determining the visa status and eligibility of foreign exchange students applying for admission to district schools and recommending admission of students to the Board.

All potential organizations or individuals applying for admission shall forward the request to the Superintendent or designee preceding the school year of attendance.

### **Guidelines**

Foreign exchange students shall comply with all immunization requirements for students. Once admitted, all exchange students shall be subject to all Board policies, administrative regulations and rules governing all district students.[1]



Book	Board Policy Manual
Section	200 Pupils
Title	Student Government
Code	228
Status	
Legal	<a href="#">1. 24 P.S. 511</a> Pol. 618 - Student Activity Funds

### **Purpose**

The Board acknowledges the importance of offering students the opportunity to participate in self government within the schools.

The purpose of student government shall be to develop student leadership; provide a learning experience in democratic decision-making; and offer another avenue toward the realization of district goals.

### **Authority**

The Board establishes that students shall have the right to organize, conduct meetings, elect officers and representatives, and petition the Board. [\[1\]](#)

The Board will recognize the Student Council as the official voice of the student body.

The charter, constitution or bylaws of the organization for student government shall be duly adopted by the members of the student body it represents and approved by the Board.

The Board shall appoint a qualified member of the faculty to serve as an advisor for student government activities. [\[1\]](#)

### **Delegation of Responsibility**

The Superintendent shall develop administrative regulations to implement this policy.



Book	Board Policy Manual
Section	200 Pupils
Title	Public Performances by Students
Code	230
Status	
Legal	<a href="#">1. 24 P.S. 511</a> Pol. 204 - Attendance

### **Purpose**

The Board recognizes the value of students sharing their talents and skills with the community through student participation and performances in public events.

### **Authority**

The Board endorses public performances by students when they constitute a learning experience that contributes to the educational program; they do not interfere with other scheduled activities; and the circumstances of the event do not pose a threat to the health, safety or well-being of the students who are involved.[\[1\]](#)

### **Delegation of Responsibility**

All requests for public performances by student groups require the approval of the Superintendent.

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



Book	Board Policy Manual
Section	200 Pupils
Title	Social Events and Class Trips
Code	231
Status	
Legal	<a href="#">1. 24 P.S. 511</a> <a href="#">2. 24 P.S. 517</a> <a href="#">3. 24 P.S. 510</a>

### **Purpose**

The Board recognizes the value of student social events and class trips in enhancing and enriching the school experience for students.

### **Authority**

The Board shall make school facilities available and provide appropriate staff for social events within the school facilities that have been approved by the building principal. [\[1\]](#)

Class trips and social events that take place outside of school facilities require approval by the Board. [\[2\]](#)

As voluntary participants in school social events and class trips, students shall be held responsible for compliance with district policies and rules. Infractions of those policies or rules will be subject to the same disciplinary measures applied during the regular school program. [\[3\]](#)

Participation in school events is not a right and may be denied to any student who has demonstrated disregard for Board policies, administrative regulations or school rules.

### **Delegation of Responsibility**

The Superintendent or designee shall develop administrative regulations governing the conduct of student social events and class trips.



Book	Board Policy Manual
Section	200 Pupils
Title	Student Involvement in Decision-Making
Code	232
Status	
Legal	<a href="#">24 P.S. 510</a>

### **Purpose**

The Board believes that students should participate in the governance of school activities at levels appropriate to their ages and competencies because as an institution fundamental to the operation of a democratic society, the schools should strive to exemplify the democratic ideal of citizen participation in decision-making and students are a valuable resource whose contributions can aid and benefit the programs of the schools.

### **Authority**

The Board directs that students be invited to participate in activities appropriate to their maturity and competency, leading to administrative decision-making in the Code of Student Conduct.

Suggestions for improvement may be offered by any student, provided they are of a constructive nature and contribute toward the realization of the district's educational goals.

### **Delegation of Responsibility**

The Superintendent or designee shall develop rules to implement this policy which:

1. Provide for submission, consideration, and response to constructive student suggestions.
2. Designate the manner by which students shall be selected for participation in school matters.
3. Ensure that student participation is fairly representational of the whole student body.
4. Ensure that the student voice and vote in decision-making is fairly balanced with those of faculty, administration and community members.



Book	Board Policy Manual
Section	200 Pupils
Title	Suspension and Expulsion
Code	233
Status	
Legal	<ol style="list-style-type: none"><li>1. <a href="#">22 PA Code 12.6</a></li><li>2. <a href="#">22 PA Code 12.7</a></li><li>3. <a href="#">22 PA Code 14.143</a></li><li>4. <a href="#">20 U.S.C. 1400 et seq</a></li><li>5. <a href="#">34 CFR Part 300</a></li><li>6. <a href="#">22 PA Code 12.8</a></li><li>7. <a href="#">24 P.S. 1318</a></li><li>8. <a href="#">2 Pa. C.S.A. 101 et seq</a></li><li>9. <a href="#">2 Pa. C.S.A. 101</a></li><li>10. <a href="#">Pol. 204 - Attendance</a></li><li>11. <a href="#">24 P.S. 1326</a></li><li>12. <a href="#">Pol. 113 - Special Education</a></li><li>13. <a href="#">Pol. 113.1 - Discipline of Students with Disabilities</a></li><li>14. <a href="#">Pol. 218 - Student Discipline</a></li><li>15. <a href="#">Pol. 216 - Student Records</a></li></ol> <a href="#">22 PA Code 12.3</a>

### **Purpose**

The Board recognizes that exclusion from the educational program of the schools, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student and one that cannot be imposed without due process. The Board shall define and publish the types of offenses that would lead to exclusion from school. Exclusions affecting students with disabilities shall be governed by applicable state and federal law and regulations. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

### **Authority**

The Board may, after a proper hearing, suspend or expel a student for such time as it deems necessary, or may permanently expel a student. [\[1\]](#)[\[6\]](#)[\[7\]](#)

### **Guidelines**



### Exclusion From School - Suspension

The principal or person in charge of the school may suspend any student for disobedience or misconduct for a period of one (1) to ten (10) consecutive school days and shall immediately notify the parent/guardian and the Superintendent in writing when the student is suspended. [1][7]

No student may be suspended without notice of the reasons for which s/he is suspended and an opportunity to be heard on his/her own behalf before the school official who holds the authority to reinstate the student. Prior notice is not required where it is clear that the health, safety or welfare of the school population is threatened. Suspensions may not be made to run consecutively beyond the ten-school day period. [1]

When a suspension exceeds three (3) school days, the student and parent/guardian shall be given the opportunity for an informal hearing with the designated school official. Such hearing shall take place as soon as possible after the suspension, and the district shall offer to hold it within the first five (5) days of the suspension. [1][6]

Informal hearings under this provision shall be conducted by the building principal.

### Purpose of Informal Hearing

The purpose of the informal hearing is to permit the student to explain the circumstances surrounding the event leading to the suspension, to show why the student should not be suspended, and to discuss ways to avoid future offenses. [6]

### Due Process Requirements for Informal Hearing [6]

1. The student and parent/guardian shall be given written notice of the reasons for the suspension.
2. The student and parent/guardian shall receive sufficient notice of the time and place of the informal hearing.
3. The student may question any witnesses present at the informal hearing.
4. The student may speak and produce witnesses who may speak at the informal hearing.
5. The district shall offer to hold the informal hearing within five (5) days of the suspension.

### Exclusion From Class - In-School Suspension

No student may receive an in-school suspension without notice of the reasons for which s/he is suspended and an opportunity to be heard prior to the time the suspension becomes effective. The parent/guardian shall be informed of the suspension action taken by the school. [2]

Should the in-school suspension exceed ten (10) consecutive school days, the student and parent/guardian shall be offered an informal hearing with the building principal. Such hearing shall take place prior to the eleventh day of the in-school suspension. The procedure shall be the same as the procedure for informal hearings held in connection with out-of-school suspensions. [2][6]

The district shall provide for the student's education during the period of in-school suspension. [2]

### Expulsion

Expulsion is exclusion from school by the Board for a period exceeding ten (10) consecutive school days. The Board may permanently expel from the district rolls any student whose misconduct or disobedience warrants this sanction. No student shall be expelled without an opportunity for a formal hearing before the Board and a qualified hearing examiner appointed by the Board, and upon action

taken by the Board after the hearing. [\[1\]](#)[\[6\]](#)[\[7\]](#)

### Expulsion Hearings

A formal hearing shall be required in all expulsion actions. [\[1\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

The formal hearing shall observe the due process requirements of: [\[6\]](#)

1. Notification of the charges in writing by certified mail to the student's parent/guardian.
2. At least three (3) days' notice of the time and place of the hearing, which shall include a copy of this policy, hearing procedures, and notice of the right to representation by legal counsel. A student may request the rescheduling of the hearing when s/he demonstrates good cause for an extension.
3. The hearing shall be private unless the student or parent/guardian requests a public hearing.
4. Representation by counsel at the parent's/guardian's expense and parent/guardian may attend the hearing.
5. Disclosure of the names of witnesses against the student and copies of their written statements or affidavits.
6. The right to request that witnesses against the student appear in person and answer questions or be cross-examined.
7. The right to testify and present witnesses on the student's behalf.
8. A written or audio record shall be kept of the hearing and a copy made available to the student at the student's expense, or at no charge if the student is indigent.
9. The hearing shall be held within fifteen (15) school days of the notice of charges, unless a delay is mutually agreed to by both parties or is delayed by:
  - a. The need for laboratory reports from law enforcement agencies.
  - b. Evaluations or other court or administrative proceedings are pending due to a student's invoking his/her rights under the Individuals with Disabilities Education Act (IDEA).
  - c. Delay is necessary due to the condition or best interests of the victim in cases of juvenile or criminal court involving sexual assault or serious bodily injury.
10. Notice of a right to appeal the results of the hearing shall be provided to the student with the expulsion decision.

### Adjudication

A written adjudication shall be issued after the Board has acted to expel a student. The adjudication may include additional conditions or sanctions. [\[9\]](#)

### Attendance/School Work During Suspension and Prior to Expulsion

Students serving an out-of-school suspension must make up missed exams and work, and shall be permitted to complete assignments pursuant to established guidelines. [\[1\]](#)[\[10\]](#)

Students who are facing an expulsion hearing must be placed in their normal classes if the formal hearing is not held within the ten-school day suspension.

If it is not possible to hold the formal hearing within the first ten (10) school days, the school district may exclude such a student from class for up to five (5) additional – fifteen (15) total – school days if, after an informal hearing, it is determined that the student's presence in his/her normal class would constitute a threat to the health, safety or welfare of others.

Any further exclusion prior to a formal hearing may be only by mutual agreement. Such students shall be given alternative education, which may include home study.

#### Attendance/School Work After Expulsion

Students who are under seventeen (17) years of age are still subject to compulsory school attendance even though expelled and shall be provided an education. Beginning with the academic year 2020-2021, compulsory school age shall mean no later than age six (6) until age eighteen (18); at that time, students under eighteen (18) years of age shall be subject to compulsory school attendance, and even though expelled, shall be provided an education. [\[1\]](#)[\[10\]](#)[\[11\]](#)

The parent/guardian has the initial responsibility of providing the required education and shall, within thirty (30) days, submit written evidence to the school that the required education is being provided or that they are unable to do so. If the parent/guardian is unable to provide for the required education, the school district shall, within ten (10) days of receipt of the parent's/guardian's notification, make provision for the student's education.

The Board may provide an educational program to the student immediately upon expulsion and may waive the 30-day period, at its discretion.

#### Students With Disabilities

A student with a disability shall be provided educational services as required by state and federal laws and regulations and Board policies. [\[12\]](#)[\[13\]](#)

#### Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement this policy which include:

1. Publication of a Code of Student Conduct, in accordance with Board policy on student discipline. [\[14\]](#)
2. Procedures that ensure due process when a student is being deprived of the right to attend school.
3. Regulations regarding student records which require that records of disciplinary suspension be maintained in accordance with Board policy on student records. [\[15\]](#)
4. The name of a student who has been disciplined shall not become part of the agenda or minutes of a public meeting, nor part of any public record of the Board. Such students may be designated by code.
5. Any student who has been expelled may apply for readmission to school upon such conditions as may be imposed by the Board.

## Letter of Agreement

In order to ensure cooperative efforts and to facilitate continuity of care when serving individuals enrolled in the Jersey Shore Area School District and The Meadows Psychiatric Center (“The Meadows”) agree to the following for the 2021-2022 and 2022-2023 school year:

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

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

\_\_\_\_\_  
Robin Weagley  
CEO/Managing Director  
The Meadows Psychiatric Center

\_\_\_\_\_  
School District Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



SPECIALIZING IN MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT

### REFERRAL AGREEMENT

The undersigned acknowledges that a Referral Agreement has been developed between Crossroads Counseling, Inc. and:

FACILITY NAME : Jersey Shore Area School District  
ADDRESS : 175 A.P. Drive, Jersey Shore PA 17740  
PHONE : 570.398.1567

Both Parties hereby agree:

1. Nothing in this agreement shall in any way alter the freedom enjoyed by either facility, nor shall it in any way affect the independent operation of either facility.
2. To comply with State and Federal standards regarding the confidentiality of drug and alcohol abuse and HIV/AIDS patient records.
3. Neither facility shall be obligated in any way to make or accept referrals, but agrees to cooperate and communicate to assure that the needs of the client and both facilities are met.
4. The client shall agree with the referral.
5. The client, and not the referring facility, shall be responsible for the client charges incurred on each facility. Charges for services rendered to the client by either facility shall be collected by the facility rendering such services directly from the client, third party payer, or other sources normally responsible: neither facility shall have any liability to the other for such charges.
6. All records of each facility remain the property of that institution and copies of records will be forwarded only if the client signs a consent form for release.
7. The agreement will be in effect for two (2) years and it may be terminated by either facility via 30 days written notice by registered mail. The agreement may be amended or updated in writing subject to the agreement of both facilities.



SPECIALIZING IN MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT

Contact number for referrals to your organization: \_\_\_\_\_

Special instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE

DATE

SIGNATURE

DATE

*[Handwritten Signature]* 1/29/21

PRINTED NAME

William E. Knecht, MS, CADC

PRINTED NAME

TITLE

President

TITLE

FACILITY

Crossroads Counseling, Inc.

FACILITY



## Linkage Agreement

**Community Services Group**

**And**

**Jersey Shore Area School District  
Attn: Dr. Brian Ulmer, Superintendent  
175 A & P Drive  
Jersey Shore, PA 17701**

This agreement states:

- Reciprocity for referrals, through established referral procedures, for individuals requesting mental health and/or intellectual developmental disabilities treatment and services.
- Service provision shall be based upon Federal and State regulatory standards governing the providers identified above.
- Service provision shall include written and/or verbal collaboration. HIPAA laws pertaining to protected health information will be followed per agency guidelines.
- Service provision shall be on a non-preferential, non-exclusive basis, which facilitates continuity of care.
- This agreement expires two (2) years from the date of the signature and can be terminated with 30 days written notice by either party.

The following individuals have reviewed and approved this Linkage Agreement.

  
\_\_\_\_\_  
CSG Representative

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency Representative

\_\_\_\_\_  
Date

**RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE  
JERSEY SHORE AREA SCHOOL DISTRICT ESTABLISHING  
COMPENSATION AND COLLECTION PROCEDURES FOR THE  
TAX COLLECTORS OF ANTHONY, BASTRESS, BROWN, CUMMINGS, JERSEY  
SHORE BOROUGH, LIMESTONE, MCHENRY, MIFFLIN, NIPPENOSE, PIATT,  
PORTER, SALLADASBURG AND WATSON TOWNSHIPS, LYCOMING  
COUNTY, PENNSYLVANIA, AND AVIS, CRAWFORD AND PINE CREEK #1  
TOWNSHIPS, CLINTON COUNTY, PENNSYLVANIA, FOR THE COLLECTION OF  
SCHOOL REAL ESTATE AND PER CAPITA TAXES.**

WHEREAS, the Office of Tax Collectors of Anthony, Bastress, Brown, Cummings, Jersey Shore Borough, Limestone, McHenry, Mifflin, Nippenose, Piatt, Porter, Salladasburg and Watson Townships, Lycoming County, Pennsylvania and Avis, Crawford and Pine Creek #1 Townships, Clinton County, Pennsylvania, shall be subject to an election in the municipal election of November 2, 2021, at which time eligible persons shall be elected to those offices for a four year term; and

WHEREAS, Section 36.1 of the Local Tax Collection Law, 72 P.S. §5511.36(a) provides:

“When any taxing district or taxing authorities propose to either raise or reduce the compensation of salary for the office of an elected tax collector, such action shall be by ordinance or resolution, finally passed or adopted prior to the fifteenth day of February of the year of the municipal election.”

and

WHEREAS, the Board of School Directors of the Jersey Shore Area School District desires to fix the compensation for the office of tax collectors of Anthony, Bastress, Brown, Cummings, Jersey Shore Borough, Limestone, McHenry, Mifflin, Nippenose, Piatt, Porter, Salladasburg and Watson Townships, Lycoming County, Pennsylvania, and Avis, Crawford and Pine Creek #1 Townships, Clinton County, Pennsylvania, as it pertains to the collection of school real estate and per capita taxes for the 2021-2022 to 2024-2025 term.

NOW, THEREFORE, BE IT RESOLVED that the compensation to be paid by the Jersey Shore Area School District to the tax collectors of Anthony, Bastress, Brown, Cummings, Jersey Shore Borough, Limestone, McHenry, Mifflin, Nippenose, Piatt, Porter, Salladasburg and Watson Townships, Lycoming County, Pennsylvania, and Avis, Crawford and Pine Creek #1 Townships, Clinton County, Pennsylvania, for the collection of school real estate and per capita taxes, subject to the enumerated procedures and conditions below, shall be computed on a per tax bill basis as follows:



- Option 1: Tax collector collects and deposits the taxes.....40 cents/collection and 10 cents/collection at settlement.
- Option 2: Tax collector deputizes the School District's Tax Office to collect the taxes. Tax collector will not have any responsibilities and will receive no compensation.

Be it further resolved that tax collectors must choose Option 1 or Option 2 no later than May 1, 2021, for the length of the term of office. And be it further resolved that it is the preference of the Board of School Directors that the tax collectors choose the second option whereby the tax collectors, pursuant to Section 22 of the Local Tax Collection Law, 72 P.S. §5511.22 appoint the Jersey Shore Area School District's Tax Office as his or her deputy to collect the school real estate and per capita taxes.

That should the tax collector choose Option 1 compensation will be paid to the tax collector provided the tax collector has complied with the following procedures and conditions:

1. The tax collector must transfer or pay over all school real estate and per capita taxes collected and cleared to the School District daily.
2. The tax collector will be paid by the School District on the next available payroll following satisfactory completion of duties.
3. In all cases, the tax collector will be responsible for collecting tax payments and remitting such payments to Jersey Shore Area School District in accordance with the rules established now or in the future by the school district.
4. The tax collector shall comply with all reasonable requirements, procedures, policies, and Resolutions adopted by the School District for the collection of school taxes and for the prompt deposit of these taxes to School District accounts so as to permit the investment of these funds by the School District daily.
5. Tax collectors are required to make a verified statement in writing ("tax collector report") to the Tax Office for all Jersey Shore Area School District taxes collected during the previous month by the tenth day of each month. The tax collector reports shall be submitted on the form as required by Act 169 of 1998.
6. Tax collectors must obtain an Employer Identification Number from the Internal Revenue Service to be used on tax collector's bank account.
7. Jersey Shore Area School District will require in the annual engagement letter to its outside auditors the requirement that the audit include confirmation of the outstanding and unpaid amounts of any and all taxes levied by the school district during the fiscal year.

This Resolution adopted by a majority vote of the Board of School Directors at a regular meeting held on the 8<sup>th</sup> day of March, 2021.

BOARD OF SCHOOL DIRECTORS OF THE  
JERSEY SHORE AREA SCHOOL DISTRICT

By \_\_\_\_\_  
Craig Allen, President

Attest \_\_\_\_\_  
Benjamin Enders, Board Secretary