

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of June 14, 2021

A. Opening

1. Call to Order: Mr. Craig Allen, President, called the meeting to order at 7:22 p.m.

2. Roll Call:

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

Others Present: Christopher Kenyon, Esq., Solicitor, Mr. Benjamin Enders, Board Secretary, and Robert Parker, Student Representative.

3. Pledge of Allegiance

B. Presentations

1. Communications: None

2. President’s Report:

a. An executive session was held at 6:00 p.m. prior to the meeting for legal and personnel issues.

3. Intermediate Unit Report: None

4. Superintendent’s Report:

- a. May Employee of the Month is Tracy Silvis, Science teacher at the Middle School - Brian Ulmer
- b. Section 520.1 Instructional Time for the 2021-2022 school year - Brian Ulmer (Attachment)
- c. Flexible Instructional Days for the 2021-2022 school year - Brian Ulmer (Attachment)
- d. Health and Safety Plan - Brian Ulmer (Attachment)
- e. Student Data Coordinator job description - Brian Ulmer (Attachment)
- f. JSAEA Online Learning Coordinator MOU - Brian Ulmer (Attachment)
- g. Updated Board Policies: (Attachments)

Policy 328 - Compensation Plans/Salary Schedules

Policy 330 - Overtime

Dr. Ulmer asked that Miscellaneous item h. be tabled:

h. CTE Articulation Agreement

Motion: A motion was made by Patrice Doebler and seconded by Mary Thomas to add personnel item k. to the agenda:

k. to approve the American Federation of State, County and Municipal Employees, AFL-CIO contract, effective July 1, 2021 through June 30, 2025.

The vote was a unanimous Yes. Motion carried.

C. Courtesy of the Floor on Agenda Items: None

D. Personnel

1. Personnel Items:

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

- a. appointment of Gabrielle Bohner as Assistant Varsity Girls Soccer coach, at a stipend of \$2,160.00, (level 1 of the coaches' salary matrix), effective June 15, 2021.
- b. a letter of resignation from Mike English, Head Middle School Football coach and Head Baseball coach, effective May 25, 2021.
- c. a letter of resignation from Terry Karichner, Assistant Middle School Football coach, effective June 2, 2021.
- d. a letter of resignation from Matthew Hartman, Head Middle School Track and Field coach, effective June 3, 2021.
- e. Matthew Hartman as a volunteer coach for Cross Country and Track and Field programs, effective the 2021-2022 school year.
- f. Matthew Hartman as Game Staff for the athletic program, effective the 2021-2022 school year.
- g. appointment of Katie Brass to a Middle School English Language Arts teacher position, Step M8 of the current teacher contract, (\$61,662.00), effective August 17, 2021.
- h. a letter of resignation from Bethany Hartman, Middle School Business Education teacher, effective June 8, 2021.
- i. appointment of Jacob Anderson to a volunteer Football coach position, effective the 2021-2022 season.
- j. Jaclyn Marney as a volunteer Varsity Cheer coach, effective the 2021-2022 school year.
- k. to approve the American Federation of State, County and Municipal Employees, AFL-CIO contract, effective July 1, 2021 through June 30, 2025. (Attachment)

The vote was a unanimous Yes. Motion carried.

E. Curriculum and Instruction:

1. Curriculum and Instruction Item:

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

- a. purchase of High School *AP Calculus, 6th Edition*, textbooks and six year access to My Math Lab for school.

The vote was a unanimous Yes. Motion carried.

F. Building and Grounds: None

G. Finance:

1. Finance Item:

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

- a. resolution to set final real estate tax rates for 2021-2022 as presented in PDE-2028. (Separate Roll Call Vote) (Attachment)

A roll call vote was taken as listed below:

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

The vote was 7-yes and 2-no, motion carried.

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

- b. the final budget for 2021-2022 as presented in PDE-2028 (Separate Roll Call Vote) (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 Finance items c.-n. as listed on the Agenda:

- c. Homestead/Farmstead Resolution as it pertains to the 2021 real estate taxes. (Attachment)
- d. authorizing the Business Manager to make any necessary revisions to the General Fund Budget for the fiscal year ended June 30, 2021 at the time the auditors make their final adjustments to the financial records of the District; and further to direct the Business Manager to report said revisions to the Board during the meeting immediately following the completion of the fiscal year audit.
- e. authorizing fund transfers for capital projects and fund commitments for the purposes of medical reserves, PSERs rate stabilization fund and amounts committed for the purposes of balancing the 2020-21 budget provided sufficient funds are available - for the completion of the 2020-21 financial reports with subsequent Board approval of such necessary action at acceptance of the final audited financial statements.
- f. purchase of a District insurance policy package, which includes general liability, property, automobile, fiber optics, boiler and machinery insurance coverage for a period of July 1, 2021 to June 30, 2022 from PSBA via R.R. Motter Agency at a cost of \$107,230.00, (2020-2021 cost was \$101,892.00).

- g. purchase of workers' compensation insurance policy which includes coverage from July 1, 2021 to June 30, 2022 from Eastern Alliance Insurance via the R.R. Motter Agency at a cost of \$66,950.00, (2020-2021 was \$56,630.00).
- h. purchase of school leaders errors and omissions insurance for the period of July 1, 2021 to June 30, 2022 from PSBA via the R.R. Motter Agency at a cost of \$12,574.00, (2020-2021 was \$13,266.00).
- i. purchase of District excess liability insurance for the period of July 1, 2021 to June 30, 2022 from PSBA via the R.R. Motter Agency at a cost of \$8,296.00, (2020-2021 was \$9,382.00).
- j. purchase of privacy and network liability insurance for the period of July 1, 2021 to June 30, 2022 from PSBA via the R.R. Motter Agency at a cost of \$12,457.00, (2020-2021 was \$9,983.00).
- k. purchase of General Law Enforcement Liability and Excess Liability insurance, for the period July 1, 2021 to June 30, 2022 from PSBA Insurance Trust via the R.R. Motter Agency at a cost of \$300.00, (2020-2021 was \$300.00).
- l. the administration to place the following items from the Senior High for sale on Municibid.com, if no bids are received items will be disposed of:
 - 4 old volleyball standards
 - 2 Yamaha upright pianos
- m. an ESS Northeast, LLC (Source 4 Teachers) contract addendum to extend the term of the agreement through June 30, 2022. (Attachment)
- n. an ESS Northeast, LLC (Source 4 Teachers) contract addendum to add substitute Summer School Teacher hourly rates, effective June 6, 2021. (Attachment)

A roll call vote was taken as listed below:

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

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

H. Miscellaneous:

Miscellaneous Items:

Motion: A motion was made by Mary Thomas and seconded by Harry Brungard to approve the following Miscellaneous items as listed on the Agenda, a separate roll call vote was held for item c.:

- a. appointment of Nancy Petrosky and Patrice Doebler as the voting delegates and attendees of the 2021 PSBA Delegate Assembly.
- b. that Michelle Stemler be appointed as Board Treasurer for the 2021-22 fiscal year at an annual salary of \$500.00.
- d. the following policies at first read: (Attachments)
 - Policy 322 - Gifts
 - Policy 323 - Tobacco and Vaping Products
 - Policy 324 - Personnel Files
 - Policy 325 - Dress and Grooming

Policy 326 - Complaint Process

e. the following policies at second read:

(Attachments)

- Policy 150 - Title I Comparability of Services
- Policy 800.1 - Electronic Signatures/Records
- Policy 816 - District Social Media
- Policy 319 - Outside Activities
- Policy 320 - Freedom of Speech in Nonschool Settings

f. a contract renewal between JSASD and BLaST IU 17 for DaRTS software for the 2021-2022 school year. (Attachment)

g. appointment of Benjamin Enders as Board Secretary July 1, 2021 - June 30, 2025

The vote was a unanimous Yes. Motion carried.

A roll call vote was taken as listed below for item c.:

c. proposal from Hunt Engineering for Space Utilization and Educational Planning for \$22,750.00.

A roll call vote was taken as listed below:

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

The vote was 6-yes and 3-no, motion carried.

I. Old Business: None

J. Courtesy of the Floor for items not on the Board agenda:

Robert Pryor-Mifflin Twp. – commented on school closure, teacher union interest and board members with their own agendas.

Pam Garrett-Watson Twp. – commented on ESS (Source 4 Teachers) and number of unfilled substitute positions this past school year.

K. Executive Session: An Executive Session was held beginning at 8:22 p.m. for legal and personnel matters after which no business was conducted.

The meeting resumed at 9:49 p.m.

L. Adjournment

The June 14, 2021 Regular Board Meeting was adjourned at 9:50 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



Emergency Instructional Time Template

Section 520.1 - 2021-22 School Year

As communicated to chief school administrators on July 6, 2020, Section 520.1 of the School Code provides flexibility to meet minimum instructional time requirements in the event of an emergency that prevents a school entity from providing for the attendance of all pupils or usual hours of classes at the school entity. As occurred for the 2020-21 school year, the Pennsylvania Department of Education (PDE) considers the World Health Organization-declared Coronavirus disease (COVID-19) a global pandemic and an emergency as contemplated by Section 520.1 for the 2021-22 school year. Nothing in Section 520.1 of the School Code should be construed to extend beyond the 2021-22 school year.

A local education agency (LEA) that elects to implement temporary provisions in response to the COVID-19 global pandemic may meet the minimum 180 days of instruction and 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level through a combination of face-to-face and remote instruction, consistent with the requirements outlined in PDE's July 6, 2020, guidance. Such LEAs must provide PDE with the following information specific to the 2021-22 school year:

1. LEA's Proposed Calendar and Schedule(s) for SY 2021-22

a. School Year Calendar

School Year Start Date	School Year End Date	Total Number of Instructional Days Must meet minimum 180 days

- b. Should a school need to use remote learning at either the student or school level, LEAs should submit a sample weekly schedule reflecting remote learning as approved by the LEA's governing body. (Recognizing the need for flexibility and that circumstances may change as the LEA responds to the COVID-19 pandemic, an LEA may provide more than one proposed weekly schedule.)

2. When using remote learning (i.e., learning outside of the school building), describe how the LEA will ensure access for all students.

3. The Chief School Administrator and Board President affirm the following:

The proposed school calendar and academic schedule(s) will provide all students the planned instruction needed to attain the relevant academic standards set forth in Chapter 4.

The proposed school calendar and academic schedule(s) allow sufficient instructional time necessary for content mastery and provide instructional blocks for each grade level and content area.

The proposed school calendar and academic schedule(s) provide at least 900 hours (elementary) and 990 hours (secondary) of in-person instruction and/or remote learning for all students. (Such time may include synchronous and/or asynchronous instruction.)

The proposed school calendar and academic schedule(s) define instructional time for students as time in the school day devoted to instruction and instructional activities under the direction of certified school employees. (Such time may include synchronous and/or asynchronous instructional activities.)

Clearly defined systems for tracking attendance and instructional time will be implemented to ensure student engagement in remote instruction.

The LEA acknowledges that it must provide Free and Appropriate Public Education (FAPE) during this pandemic-related emergency.

The proposed school calendar and academic schedule(s) ensures ESL services for English Learners.

Clearly defined and ongoing systems for evaluating the quality and outcomes of instructional delivery will be implemented, at least quarterly, and necessary adjustments will be made when data highlight concerns about quality, equity, and/or lack of progress in student learning.

Name of Local Education Agency:

Signature of Chief School Administrator

Date

Signature of Governing Body President

Date

Date Approved at Board Meeting:

Please scan and submit this entire signed document, the proposed weekly schedule, and a copy of the board meeting minutes at which such schedule was approved to to RA-EDContinuityofED@pa.gov.

Questions can also be submitted to this email address.

MEMORANDUM OF UNDERSTANDING Between the
BOARD OF SCHOOL DIRECTORS of the JERSEY SHORE AREA SCHOOL DISTRICT and
JERSEY SHORE AREA EDUCATION ASSOCIATION

AND NOW, this __ day of _____, 2021, this Memorandum of Understanding is entered into between the JERSEY SHORE AREA SCHOOL DISTRICT (“District”) and the JERSEY SHORE AREA EDUCATION ASSOCIATION (“Association”), and in support thereof, the parties aver and agree as follows:

WHEREAS, the parties are subject to a Collective Bargaining Agreement covering the period of July 1, 2021 through June 30, 2022;

WHEREAS, the Pennsylvania General Assembly and the Pennsylvania Department of Education (“Department”) authorized the District to utilize Flexible Instruction Days (“FIDS”);

WHEREAS, FIDS may be utilized in cases of inclement weather or other exigent circumstances during which students receive learning activities and assignments at home in order to provide for continuity of instruction;

WHEREAS, the District has been approved to utilize up to five (5) FIDS during each scheduled school year, as permitted by the Department;

WHEREAS, the parties desire to memorialize their understanding as it related to implementation of the FIDS and their impacts on members of the Bargaining Unit represented by the Association;

NOW THEREFORE, intending to be legally bound hereby, the District and Association agree as follows:

1. Scheduling and utilization of FIDS due to inclement weather and/or exigent circumstances shall be scheduled by the District. The District will endeavor to provide as much prior notice as the circumstances reasonably permit. During FIDS, bargaining unit members will not be required to report to their buildings for work.

~~2.~~ 2. Bargaining unit members will continue to be compensated at their present salary on all FIDS.

3. Bargaining unit members will create lessons that continue the current unit with fidelity and make learning activities and assignments available to learners on all FIDS. The district administration will develop parameters to make the learning on these days consistent across the district.

~~4.~~ 4. Bargaining unit members will be available to assist and respond to students via email or virtual calls between the hours of 9:00 AM – 12:00 noon and 1:00 PM – 3:00 PM. ~~No other means of correspondence between bargaining unit members or students (parents) shall be required on any FIDS.~~

5. Bargaining unit members will ensure student participation on FIDs and report that attendance to district administration.

~~4.~~

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5-6. For students with special needs, FID lessons will be designed while taking into consideration each student's modification, specially designed instruction, and supplementary aids and services identified in his/her Individualized Education Plan (IEP).

6-7. If an IEP team determines that a student cannot receive a free and appropriate public education (FAPE) during a FID, compensatory education will be offered in the recoupment of instructional time.

7-8. Any bargaining unit member who teaches self-contained MDS or autistic classrooms in which all students qualify for FAPE will have the FID off and, in turn, will be expected to work on the compensatory day that is offered. The compensatory day will be scheduled within the school calendar for make up days for inclement weather.

8-9. The district recognizes that inclement weather can cause power outages, interfere with internet connectivity, or otherwise impede the ability for students and/or bargaining unit members from satisfying assignments. Therefore, bargaining unit members will use professional judgement when accounting for student work and shall be held harmless should internet connectivity be impeded. The bargaining unit members shall notify their immediate supervisor via e-mail or by telephone during the FID should the aforementioned conditions arise. If internet or telephone service is not available during the FID then the supervisor shall be provided written notification explaining the circumstance which interrupted their instructional day upon return to campus on the next regularly-scheduled work day.

9-10. All other provisions of the Collective Bargaining Agreement shall continue in full force and effect.

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10-11. This MOU shall continue in full force and effect until ~~June 30, 2021, unless~~ modified in writing and executed by the District and the Association.

11-12. ~~The FID program shall be evaluated at the end of the 2020-2021 school year. If the FID program is determined to be unsuccessful, the program will be dropped. If it is determined that the program is sound and effective at the end of the 2020-2021 school year, the language of the MOU shall be included in the Collective Bargaining Agreement. Any unforeseen issues that arise during the 2020-21 in subsequent school years shall be discussed and any modifications to the MOU shall be negotiated between the parties. If the issues cannot be resolved, either the District or the Association reserves the right to withdraw from the MOU.~~

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IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused this Memorandum to be duly executed as of the day and year first written above.

ATTEST:

JERSEY SHORE AREA SCHOOL DISTRICT

Secretary

By: _____
President, Board of School Directors

2.25.21

ATTEST:

JERSEY SHORE AREA SCHOOL DISTRICT

Secretary

By: _____
President, Jersey Shore Area Education Assoc.

2.25.21



ARP ESSER Health and Safety Plan Guidance & Template

Section 2001(i)(1) of the American Rescue Plan (ARP) Act requires each local education agency (LEA) that receives funding under the ARP Elementary and Secondary School Emergency Relief (ESSER) Fund to develop and make publicly available on the LEA's website a *Safe Return to In-Person Instruction and Continuity of Services Plan*, hereinafter referred to as a *Health and Safety Plan*.

Based on ARP requirements, 90 percent of ARP ESSER funds will be distributed to school districts and charter schools based on their relative share of Title I-A funding in FY 2020-2021. **Given Federally required timelines, LEAs eligible to apply for and receive this portion of the ARP ESSER funding must submit a Health and Safety Plan that meets ARP Act requirements to the Pennsylvania Department of Education (PDE) by Friday, July 30, 2021, regardless of when the LEA submits its ARP ESSER application.**

Each LEA must create a Health and Safety Plan that addresses how it will maintain the health and safety of students, educators, and other staff, and which will serve as local guidelines for all instructional and non-instructional school activities during the period of the LEA's ARP ESSER grant. The Health and Safety Plan should be tailored to the unique needs of each LEA and its schools and must take into account public comment related to the development of, and subsequent revisions to, the Health and Safety Plan.

The ARP Act and U.S. Department of Education rules require Health and Safety plans include the following components:

1. How the LEA will, to the greatest extent practicable, implement prevention and mitigation policies in line with the most up-to-date guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning;
2. How the LEA will ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services;
3. How the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC:

- a. Universal and correct wearing of [masks](#);
- b. Modifying facilities to allow for [physical distancing](#) (e.g., use of cohorts/podding);
- c. [Handwashing and respiratory etiquette](#);
- d. [Cleaning](#) and maintaining healthy facilities, including improving [ventilation](#);
- e. [Contact tracing](#) in combination with [isolation](#) and [quarantine](#), in collaboration with State and local health departments;
- f. [Diagnostic](#) and screening testing;
- g. Efforts to provide COVID-19 [vaccinations to school communities](#);
- h. Appropriate accommodations for children with disabilities with respect to health and safety policies; and
- i. Coordination with state and local health officials.

The LEA's Health and Safety Plan must be approved by its governing body and posted on the LEA's publicly available website by July 30, 2021.* The ARP Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

Each LEA will upload in the eGrants system its updated Health and Safety Plan and webpage URL where the plan is located on the LEA's publicly available website.

The ARP Act requires LEAs to review their Health and Safety Plans at least every six months during the period of the LEA's ARP ESSER grant. LEAs also must review and update their plans whenever there are significant changes to the CDC recommendations for K-12 schools. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

LEAs may use the template to revise their current Health and Safety Plans to meet ARP requirements and ensure all stakeholders are fully informed of the LEA's plan to safely resume instructional and non-instructional school activities, including in-person learning, for the current school year. An LEA may use a different plan template or format provided it includes all the elements required by the ARP Act, as listed above.

* The July 30 deadline applies only to school districts and charter schools that received federal Title I-A funds in FY 2020-2021 and intend to apply for and receive ARP ESSER funding.

Additional Resources

LEAs are advised to review the following resources when developing their Health and Safety Plans:

- [CDC K-12 School Operational Strategy](#)
- [PDE Resources for School Communities During COVID-19](#)
- [PDE Roadmap for Education Leaders](#)
- [PDE Accelerated Learning Through an Integrated System of Support](#)
- [PA Department of Health - COVID-19 in Pennsylvania](#)

Health and Safety Plan Summary: Jersey Shore Area School District

Initial Effective Date: August 1, 2021

Date of Last Review: June 28, 2021

Date of Last Revision: June 28, 2021

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

The district will comply with all state orders in effect and notify staff and families of any necessary changes while operating schools.

2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?

The district will make every effort to remain open and deliver its full array of services to students in person.

3. Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

ARP ESSER Requirement	Strategies, Policies, and Procedures
a. Universal and correct wearing of masks ;	PA will lift the universal masking mandate on June 28. The district will comply with that.
b. Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);	Cafeterias will be in use and students will be spread out to the maximum extent feasible. Principals will devise plans to lower numbers in large group areas such as assign locations to reduce contact.
c. Handwashing and respiratory etiquette ;	Students will be reminded daily on morning announcements of the expectations of hygiene practices.
d. Cleaning and maintaining healthy facilities, including improving ventilation ;	The custodial department will focus on high touch areas such as doorknobs, door pushes, railings, toilet handles. Sanitizing sprayers will be used on a rotating basis to sanitize all spaces. Daily sanitization

ARP ESSER Requirement	Strategies, Policies, and Procedures
	on transportation. Maintenance staff will run HVAC systems in a mode that increases fresh air intake.
e. Contact tracing in combination with isolation and quarantine , in collaboration with the State and local health departments;	The district will conduct contact tracing and comply with isolation and quarantine orders as directed by DOH.
f. Diagnostic and screening testing;	Students and staff will be regularly reminded of COVID symptoms and may not report to school/work with symptoms present.
g. Efforts to provide vaccinations to school communities ;	The district will share appropriate information with families about vaccination opportunities.
h. Appropriate accommodations for students with disabilities with respect to health and safety policies; and	The district will engage in interactive conversation with the family of any student who requests accommodation.
i. Coordination with state and local health officials.	The district will remain in contact with state and local health officials.

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for **(INSERT NAME OF LEA)** reviewed and approved the Health and Safety Plan on **(INSERT DATE: MONTH, DAY, YEAR)**.

The plan was approved by a vote of:

_____ **Yes**

_____ **No**

Affirmed on: **(INSERT DATE: MONTH, DAY, YEAR)**

By:

(Signature of Board President)*

(Print Name of Board President)

*Electronic signatures on this document are acceptable using one of the two methods detailed below.

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.



JERSEY SHORE AREA SCHOOL DISTRICT

Job Description

Title: Student Data Coordinator

Scope: The position of Student Data Coordinator is to facilitate student enrollment, district data (PIMS) and Child Accounting. This person is highly confidential in all internal and external matters.

Certifications: None

Qualifications: Minimum two-year college degree or relevant school district experience with specialized technology experience preferred. Proficiency in keyboarding, organizational and communication skills. Proficiency in productivity software, ex. Microsoft Office Suite and common office equipment and machines operation.

Responsible To: Director of Technology

Supervisory Function: N/A

Classification: Non-Exempt

Position Objective: To maintain and report student enrollment records.

Responsibilities:

1. Manage the data collection, data entry, data correction, data maintenance in district information system and reporting of district data to local, state and federal report systems.
2. Read and interpret local, state and federal reporting manuals and documentation concerning data requirements and ensure district staff are up to date.
3. Assist district staff in meeting deadlines for data submissions for all grant applications, records, local, state and federal reports.
4. Upload PIMS files downloaded from District information system to PIMS, addressing errors resulting from file upload, and ensuring files loaded by State-identified deadline dates.
5. Contact PIMS help desk to log issues and/or questions on behalf of the district related to PIMS.
6. Keep and utilize current PIMS manuals.
7. Attend and represent the district at local, state and federal reporting seminars and webinars, in addition to staff meetings, as necessary, to keep abreast of changes to reporting.
8. Coordinate action in addressing data errors, updating district procedures related to data maintenance and coordinating appropriate entry into the student information system.
9. Support secretaries in preparation of report cards and other instruments used to assess, record and/or report student progress.
10. Support Office of Special Education. This includes providing and entering student information for new enrollments.
11. Register all new students entering the District (K-12) and prepare student records. This includes accepting completed registration paperwork and necessary registration documents from parent/guardian; requesting student records from previous school; preparing student folder; health folder; creating student record in student database; and communicating new student information via updates to necessary staff including assigned building, special education, food service and transportation.

12. Process all student withdrawals (K-12), make the necessary changes to the student enrollment record with notes; communicate withdrawal of student information via updates to the necessary staff.
13. Verify and maintain records for resident students placed in educational programs outside of the district.
14. Verify and maintain records for resident students educated in non-public schools, Charter schools, homebound instruction students, foster students, non-resident students, homeless students and district cyber students.
15. Maintain records and assists in the preparation of of tuition billing for nonresident students.
16. Maintain Home Schooling files, and prepare home school letters and documentation.
17. Maintain file for Affidavits of Residency.
18. Maintain files for student status changes and obtain proper documentation for custody issues.
19. Prepare monthly enrollment summaries for each district building, out of district and district cyber program.
20. Assign PA Secure IDs for new students.
21. Assist in creation of student Pre-code files as required for annual state assessments.
22. Assist in the creation of data files needed for the annual submission of State and Federal reports including Dropout and Graduation Report, Limited English Proficient – District and individual schools, Elementary/Secondary Public School Enrollment, and Secondary Course Enrollment.
23. Prepare all Child Accounting reports in accordance with PDE regulations.
24. Reviews attendance and membership information for accuracy before PIMS submission
25. Reviews preliminary and final Child Accounting reports on PIMS after submission, including information provided to PIMS from other LEAS.
26. Follow procedures for safe storage and integrity of all public and confidential school records, ensuring that personnel and student record keeping procedures comply with State and Federal law and District Policy.
27. Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.
28. Support office staff in answering the district main phone line, answering the door, and admitting visitors.
29. Communicate clearly, concisely and effectively, both orally and in writing, with the administrative staff, professional and support staff, students, parents and community.
30. Other duties as assigned.

Placement: Act 93

Terms of Employment: 12 months

Evaluation: Annually by Director of Technology

Date Approved:

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this ____ day of _____, 2021, between the Jersey Shore Area School District (the “District”) and Jersey Shore Area Education Association (the “Association”).

THE BACKGROUND OF THIS MEMORANDUM OF UNDERSTANDING (“MOU”) IS AS FOLLOWS:

WHEREAS, the District, in collaboration with the members of the Association, is committed to providing learning opportunities and the district has established a bargaining unit position to facilitate Jersey Shore Online Learning (JSOL);

WHEREAS, the district recognizes the nature of the work of that person may lead to work outside of the traditional school schedule;

WHEREAS, the District and Association wish to memorialize their agreement relative to the JSOL Facilitator, upon such terms as indicated below.

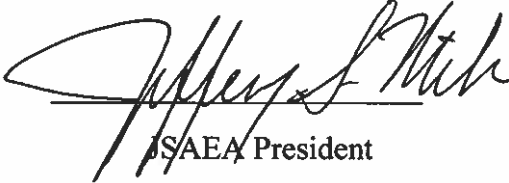
NOW, THEREFORE, the parties enter into this MOU, and they intend to be legally bound hereby as follows:

1. The JSOL Facilitator will be required to work a maximum of 187 days.
2. Up to ten (10) of those workdays can be in the period of July 1 until the beginning of the school year and/or the end of the school year until June 30th.
3. The JSOL Facilitator will then take up to ten (10) vacation days on teachers' scheduled workdays without pay during the normal work year of the teachers and those vacation days shall be scheduled by mutual agreement between the JSOL Facilitator and the supervisor to which he/she is assigned.

4. Unpaid vacation days for the JSOL Facilitator shall be completed during the fiscal year and workdays and unpaid vacation days shall not overlap into the next fiscal year.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, affix their signatures below as of the date first written.

JSASD Board President



JSAEA President

JSASD Board Secretary

JSAEA Secretary



Book	Board Policy Manual
Section	300 Employees
Title	Compensation Plans/Salary Schedules
Code	328
Status	
Legal	1. 24 P.S. 1164 2. 24 P.S. 406 3. 24 P.S. 1075 4. 24 P.S. 1077 5. 24 P.S. 1089 6. 24 P.S. 1141-1152 7. 24 P.S. 1162 8. 24 P.S. 1164 9. 24 P.S. 1149

Authority

The Board shall approve compensation plans, individual contracts and salary schedules for administrative, professional and classified employees.

The administrative compensation plan shall be determined through a good faith, meet and discuss procedure with designated administrators upon written request of a majority of district administrators.[\[1\]](#)

Salary schedules approved by the Board shall be in accordance with those specified in applicable collective bargaining agreements and/or Board resolutions.

Salary schedules shall be used to set compensation for new and inexperienced employees and for experienced employees new to the district, and salary adjustments that result from earning advanced degrees while employed by the district or required by law.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

Delegation of Responsibility

Implementation of **the administrative compensation plan**, individual contracts, **collective bargaining agreements and Board resolutions regarding employee salaries** shall be the responsibility of the Superintendent.

The Superintendent is authorized to credit past experience of a candidate when determining salary.[\[9\]](#)



Book	Board Policy Manual
Section	300 Employees
Title	Overtime
Code	330
Status	
Legal	1. 43 P.S. 333.104 2. 29 U.S.C. 207 34 PA Code 231.41 34 PA Code 231.42 34 PA Code 231.43 43 P.S. 333.101 et seq 29 U.S.C. 201 et seq 29 CFR Part 778

Authority

In order to ensure consistent treatment of all affected employees and compliance with applicable federal law regarding payment of overtime, the Board adopts this policy.

In accordance with **federal and state law** and this policy, applicable collective bargaining agreement **or individual contract**, overtime shall be paid for work in excess of the established workday or workweek for each classification of classified employees. [\[1\]](#)[\[2\]](#)

No overtime shall be scheduled or worked without prior approval of the **Superintendent, Business Manager and the** immediate supervisor.

Overtime will be paid at the rate of time and one-half the regular rate of pay when approved in advance for time worked in excess of forty (40) hours per week (including the difference between the normal workweek and forty (40) hours). [\[1\]](#)[\[2\]](#)

For purposes of computing overtime, credit shall be given only for hours worked, as recorded in district records and provided by law.

Any conflict between this policy and applicable collective bargaining agreement **or individual contract** shall be reported promptly to the Board.

AGREEMENT

BETWEEN THE

JERSEY SHORE AREA SCHOOL DISTRICT

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO,

DISTRICT COUNCIL NO. 86

LOCAL UNION NO. 2639

JULY 1, 2021 - JUNE 30, 2025

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PREAMBLE

AGREEMENT made this 14th day of June, 2021, between the JERSEY SHORE AREA SCHOOL DISTRICT (hereinafter referred to as "Employer" or the "District and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (AFSCME) DISTRICT COUNCIL 86 and its LOCAL UNION NO. 2639 thereof (hereinafter jointly referred to as the "Union").

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter contained, the Employer and the Union do covenant and agree as follows:

ARTICLE I POLICY AND PURPOSE

Section 1.01 It is the intent and purpose of the Union and the Employer to promote the efficiency of the Jersey Shore Area School District however possible. In order to render the most efficient public service, the Union and the Employer agree that these goals can best be achieved through an orderly, constructive and harmonious relationship between them.

Section 1.02 It is the intent of both parties to reach an agreement and understanding with respect to wages, hours, and terms and conditions of employment (Act 195, Section 701) and to provide a peaceful method of settling grievances which may arise concerning the interpretation or application of such agreement.

ARTICLE II RECOGNITION

Section 2.01 The District recognizes the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for all employees designated in the Pennsylvania Labor Relations Board Order of Certification dated July 3, 1975, Case. No. PERA-R-6487-C and described as follows:

UNIT: In a subdivision of the employer unit comprised of the following classifications of employees: All full-time and regular part-time painters, maintenance and custodial employees

working more than twenty (20) hours per week, excluding CETA employees, Youth Corps Program employees, secretaries, clerks, non-instructional aides, instructional aides, food service personnel, library assistants, library technicians, professional employees, occasional employees, regular part-time employees working twenty(20)hours or less per week, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

ARTICLE III GENERAL PROVISIONS

Section 3.01 All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.

Section 3.02 There shall be no discrimination or distinction in the treatment of an individual or group in matters affecting employment status because of race, creed, color, sex, marital status, age, national origin, religion, non-job-related handicap, or disability, union affiliation or non-affiliation or political affiliation.

Section 3.03 The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the above-described bargaining unit and this Agreement shall apply to and affect only such persons.

Section 3.04 This Agreement sets forth the complete agreement between the parties with respect to wages, hours, terms and conditions of employment in accordance with Act 195, Article VII.

Section 3.05 Regular part-time employees, to be entitled to the fringe benefits of this contract, must be scheduled to work twenty-five (25) hours or more per week.

Section 3.06 Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE IV MANAGEMENT RIGHTS

Section 4.01 The Union acknowledges that it is the exclusive function of the Employer to hire, lay off, promote, demote, transfer, classify and suspend employees; it is also the right of the Employer to discipline or discharge any employee.

Section 4.02 Matters of managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, the right of the Employer at its discretion, to manage all operation including the direction of the working force; to plan, direct or control the operation of all equipment and other property of the District; to establish programs, standards of services, overall budget, utilization of technology, and the organizational structure; and to select and direct of personnel.

Section 4.03 Except as modified by this contract, the Employer retains and may exercise all rights and functions, powers, privileges and authority that the Employer possessed prior to the signing of a contract with the Union. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Employer shall, subject to the provisions of this contract, have the exclusive right: To determine the locations of its operations; to determine the establishment of new units and relocation of old units; to determine the scheduling of operations and number of shifts; to establish the size of the work force; job content; schedules of work; hours of work, and the number of hours to be worked; to select management and first level supervisory personnel; to introduce new and improved methods, equipment or facilities or to change existing methods of facilities; to establish or discontinue specific jobs; and to make, alter, publish from time to time and enforce reasonable rules and regulations to be observed by the employees.

Section 4.04 It is agreed that the above recited management rights are not subject to the grievance and arbitration procedures as set forth herein unless, in the exercise of said rights, the Employer has violated a specific term or provision of one or more other articles of this Agreement.

ARTICLE V CHECKOFF

Section 5.01 The Employer agrees to deduct each month the required Union dues from the pay of those employees who request, in writing, that such deductions be made.

Section 5.02 The Employer shall be advised by the Union as to the amounts to be deducted, and the aggregate deductions of all employees shall be remitted to the Union by the last day of the succeeding month, after such deductions are made.

Section 5.03 The Union shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this section.

Section 5.04 In the event an employee has been suspended or discharged and he/she subsequently returns to work with full or partial back pay, the Employer shall deduct the Union dues that are due and owing for the period for which the employee receives back pay provided, of course, the Employer has the employee's written authorization to do so.

Section 5.05 The Employer agrees to deduct from the wages of any employee voluntary contributions to the Union's Political and Legislative Committee, in the amount provided in a written authorization from the employee. The employer agrees to remit any deductions made pursuant to this provision to the Union's political action fund, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance, by the last day of the succeeding month after such deductions are made. The union shall reimburse the employer for the actual cost of administering this provision.

ARTICLE VI UNION SECURITY

Section 6.01 Each employee who, on the date of signing of this Agreement, is a member of the Union and each new employee who decides to join the Union in the future, shall, as a condition of employment, pay the Union dues as long as he/she is in a position represented by the Union for the duration of this Agreement.

Section 6.02 The Employer shall dismiss from employment an employee who fails to comply with this provision within fifteen (15) days after written notice from the Union. The Union shall indemnify the Employer against any claims resulting from such dismissal.

Section 6.03 Each employee under Act 195 retains his/her right:

- (a) To be hired without his/her membership in the Union being a condition of employment;
- (b) To refuse to join the Union;
- (c) To withdraw from the Union fifteen (15) days prior to the termination of this Agreement.

Section 6.04 Neither the Union nor its employees will use any form of intimidation or coercion to force non-member employees to join the Union or prevent them from withdrawing from the Union during the period of fifteen (15) days prior to the expiration of this Agreement.

ARTICLE VII BLANK INTENTIONALLY

ARTICLE VIII PROBATIONARY PERIOD

Section 8.01 All new employees shall be considered probationary employees for a period of forty-five (45) days worked and may be discharged without recourse during such probationary period. Probationary employees continued in employment after the probationary period shall be considered regular employees.

Section 8.02 The terms and provisions of this Agreement are not applicable to probationary employees, and it is understood that the Employer is the sole judge of requirements and qualifications of all applications for work and shall be the sole judge of the qualifications of such probationary employees for retention by the Employer.

Section 8.03 Probationary employees may be granted up to ten (10) days leave for illness or leave subject to Section 16.05 and 16.06 of the CBA. At the discretion of management, probationary employees may use more than ten (10) days, up to the maximum allowance for first year employees, provided the employee provides certification from his/her doctor of continuing treatment for illness or injury. Employees utilizing this provision shall have

their probation period extended by the number of days utilized under this provision. Payment for sick time used during the probation period will be deferred pending the employee's completion of the probationary period. Probationary employees who use sick time under this agreement will be charged for used sick time upon the disbursement of sick and vacation after the completion of the probationary period if they receive at least ten (10) days between vacation and sick or first full allotment of complete sick and vacation days. This shall have no effect on any other article or section of the CBA including but not limited to Section 8.01.

ARTICLE IX HOURS OF WORK

Section 9.01 The normal workday shall be eight (8) hours per day. The normal work week shall consist of forty (40) hours per week.

Section 9.02 The provisions of this article shall not be construed:

(a) As a guarantee of any minimum number of hours of work either per day or per week;

or

(b) As a limitation on the number of hours of work which the Employer may require.

Section 9.03 The normal hours for any shift shall generally be consecutive except for a one-half (1/2) hour unpaid lunch period unless a change in the work schedule is made by the Employer.

Section 9.04 The provisions of Section 9.01 through 9.03 shall not be applicable to employees whose hours of work, prior to the date of this Agreement, have been part-time, irregular or intermittent.

Section 9.05 Scheduled Events

Employees assigned to work scheduled events shall be given reasonable notice under the circumstances of their assignment.

Section 9.06 Each full-time employee shall be entitled to two (2) ten (10) minute paid-rest periods during each shift. The Employer shall schedule the rest period for each employee, as

in the Employer's opinion, the demands of work permit. In addition, rest periods may be interrupted due to operational requirements as determined by the Employer.

ARTICLE X OVERTIME

Section 10.01 The Employer agrees to pay one and one-half (1½) the employee's regular hourly rate of pay exclusive of any premium or differential pay for work under the following conditions:

Work performed in excess of eight (8) hours in one (1) day.

Section 10.02 The Employer agrees to pay:

- (a) One and one half (1½) the employee's regular rate of pay exclusive of any premium or differential pay for work performed on a Saturday.
- (b) Double the employee's regular hourly rate of pay exclusive of any premium or differential pay for work performed on Sunday.

Section 10.03 There shall be no pyramiding of overtime. The payment of overtime for any hour excludes that hour from consideration of overtime payments on any other basis.

Section 10.04 The Employer shall have the right to assign extra work (work which would extend a regular employee's work week to over forty (40) hours) to regular employees. In the event extra work is assigned to regular employees, it will be assigned as follows:

An extra work list will be maintained at each building. Those regular employees who wish to work the extra work may place their name on the list and work in that building will be assigned to those who are on the list in accordance with their seniority. If sufficient regular employees are not obtained from the building list the regular employees shall be assigned from a composite list of the building lists in the order of their seniority. If the necessary number of regular employees are not obtained, then the employer may assign employees to that work in the reverse order of their seniority starting with employees in the building where the work is needed and if sufficient employees are not obtained then from the composite seniority list.

(a) Use of a building-based substitute will be mutually agreed upon between the employer and the union.

Section 10.05 The Employer will attempt to equalize the number of opportunities to work overtime between the employees who have the skill and ability to do the work and who normally perform the work to be done. It is understood that if overtime is required at the end of any shift, the employees on that shift would normally be assigned to perform such overtime until able to be properly relieved. It is also understood that the Employer shall not be required to distribute overtime with any mathematical accuracy over any given period.

Section 10.06 At the beginning of each athletic season; management will provide a schedule and dates for Weekend games and other events scheduled for those time frames. All employees will be offered the opportunity to sign up for overtime for those dates and a list will be posted in all JSASD buildings. The head custodian will return the list to the Director of Buildings and Grounds or designee who will assign those dates to employees based on seniority and equalization. The Director of Buildings and Grounds or designee may call employees for emergency overtime according to the provisions of this article.

Section 10.07 Paid sick leave days shall be counted as days worked in computing the overtime pay of an employee.

ARTICLE XI HOLIDAYS

Section 11.01 The following days shall be recognized as paid holidays:

- (1) New Year's Day
- (2) Good Friday
- (3) Easter Monday
- (4) Memorial Day
- (5) July 4th
- (6) Labor Day
- (7) Thanksgiving Day

- (8) Day after Thanksgiving
- (9) Monday after Thanksgiving
- (10) Christmas Eve
- (11) Christmas Day
- (12) Day after Christmas
- (13) New Year's Eve

Section 11.02 Eligible full-time employees who are off work due to the observance of one of the above named holidays will receive their normally scheduled day's pay for such holiday not worked.

Section 11.03 An "eligible" employee shall have:

- (a) Completed his/her probationary period prior to the date of such holiday.
- (b) Worked the full workday immediately preceding such holiday and the full workday immediately following such holiday unless his absence on either of such days has been with the permission of the Employer.
- (c) Performed work for the Employer during the week in which the above-named holidays fall unless he/she was absent on vacation.
- (d) Reported as scheduled and actually performed the assigned work when the employee is scheduled to work on such holiday.

Section 11.04 Holidays occurring on Sunday shall be treated for all purposes under this Agreement as falling on the following Monday and shall for such purposes be observed on that Monday only. In like manner, any of the holidays occurring on Saturday shall be treated for all purposes under this Agreement as falling on the preceding Friday and shall for such purposes be observed on that Friday only.

Section 11.05 The Employer agrees to pay the employee's regular hourly rate of pay exclusive of any premium or differential pay for work performed on any of the above mentioned paid holidays. In addition, the employees who worked the holiday or any portion of will receive an alternate paid holiday of a half-day working less than 4 hours and 1 day working more than 4 hours with the exception of Thanksgiving Day and Christmas Day will receive a full day. The specific date of the alternate paid holiday shall be applicable to all employees who worked the

holiday and shall be a date that is mutually agreeable to the Employer and the Union. Under all circumstances, the operational requirements of the Employer take precedence when implementing the requirements of this Section.

**ARTICLE XII
PERSONAL DAYS**

Section 12.01 The Employer agrees that employees may, upon request, be granted three (3) personal days of absence for each fiscal year during the term of this Agreement in accordance with the following personal day guidelines:

- (a) The employee must file a written request with the Employer at least one (1) calendar week prior to the day of his/her choice.
- (b) The approval of personal days by the Employer shall be governed by operational requirements.
- (c) In the event of an emergency, the Superintendent may, at his/her discretion, cancel any or all of the personal leave days previously approved.
- (d) One (1) personal day that is not used during the fiscal year may be carried forward and used in the subsequent fiscal year, subject to the limitations in this section. However, at no time shall any employee accumulate or have available more than five (5) personal days, inclusive of any personal days credited on the first day of the next fiscal year.
- (e) Personal days may be used to extend bereavement leave and the one (1) calendar week advance notification requirement is waived by the Employer when such personal day is used to extend bereavement leave. However, as much advance notice as is possible under the circumstances shall be given to the Employer.

**ARTICLE XIII
VACATIONS**

Section 13.01

- (a) Effective after the probationary period employees will receive vacation on a prorated basis from the date of hire until July 1st (5/6 day per month rounded up to a full day).
- (b) Effective July 1st, each year of the agreement, the District will credit each employee with their allotment of vacation in accordance with the schedule below:

Allotment	Vacation
Allotment 1 (end of probation)	Prorated
Allotment 2-5	10

Allotment 6-12	15
Allotment 13-24	20
Allotment 25and over	25

Section 13.02 Vacation pay will be the employee's regular weekly rate on a straight time basis.

Section 13.03 It is the responsibility of the Employer to administer the vacation program. Vacation schedules shall be governed by the operational requirements of the Employer. As an additional limitation, when school is not in session, no more than six (6) custodians and two (2) maintenance workers may be on vacation at any one time and, when school is in session, no more than four (4) custodians and one (1) maintenance worker may be on vacation at any one time.

Section 13.04 Employees entitled to more than two (2) weeks vacation will be scheduled in accordance with the operational requirements of the Employer. The wishes of each employee shall be considered and if there is a conflict in the choice of vacation time among employees in any classification, seniority shall prevail.

Section 13.05 Employees may carry over vacation from year to year with a maximum amount not to exceed forty-five (45) days for school year 2021-2022; not to exceed forty (40) days for school year 2022-2023; not to exceed thirty-five (35) days for school year 2023-2024; not to exceed thirty (30) days for 2024-2025 and all school years thereafter, as of August 31st of each year. All Legacy employees will be grandfathered at the rate of fifty (50) days during the term of this agreement. The Employer will provide each employee the opportunity to receive the per diem rate for any unused vacation days earned, up to the maximum of allowed upon separation from employment.

Section 13.06 Senior employees shall be given preference with respect to the dates they desire for vacation over junior employees, provided their choice is made prior to April 1. If no choice is made prior to April 1 or if a choice has been made prior to April 1 and subsequently the employee desires to change the date, the employee, if senior, will not be allowed to select a date which interferes with a date which has previously been selected by a junior employee.

Section 13.07 Normally, vacations shall be taken as scheduled. However, the Employer shall have the right to deny the taking of vacation upon payment of vacation pay if operational requirements so necessitate.

**ARTICLE XIV
WAGES**

Section 14.01 Section 14.01: Effective on the 1st day of July, 2017, each custodial and maintenance employee, in an active payroll status who has completed his/her probationary period, covered by this Agreement shall receive increases in the base hourly wage rate during each year of the contract as follows: (attached)

		21/22	22/23	23/24	24/25		
Custodial	C1	14.33	14.55	14.76	15.06		
	C2	14.56	14.77	15.00	15.30		
	C3	14.78	15.00	15.23	15.53		
	C4	15.00	15.23	15.46	15.77		
	C5	15.23	15.46	15.69	16.00		
	C6	15.45	15.68	15.92	16.24		
	C7	15.68	15.91	16.15	16.47		
	C8	15.90	16.14	16.38	16.71		
	C9	16.13	16.37	16.61	16.95		
	C10	16.35	16.60	16.84	17.18		
	C11	16.58	16.82	17.08	17.42		
Maintenance		21/22	22/23	23/24	24/25		
	M1	20.35	20.66	20.97	21.39		
	M2	20.60	20.98	21.36	21.85		
	M3	20.85	21.30	21.75	22.31		
	M4	21.10	21.62	22.13	22.77		
	M5	21.35	21.93	22.52	23.23		
Legacy		21/22	22/23	23/24	24/25		
	IV	19.74	20.03	20.33	20.74		
	III	19.44	19.73	20.03	20.43		
	II	19.20	19.48	19.78	20.17		
	I	18.93	19.22	19.50	19.89		
Head Custodian/Warehouse Manager Incentive		1.00	1.25	1.50	1.75		

Legacy Employees will move laterally across the scale each year. All other employees will advance one step per year of this contract as applicable.

Section 14.02 A head custodian and the warehouse manager will be paid \$1.00 per hour during the 21/22 school year, \$1.25 per hour during the 22-23 school year, \$1.50 per hour during the 23/24 school year, \$1.75 per hour during the 24-25 school year above the base pay. This section for the head custodian will be in affect during the school year from the first teacher day to the last teacher day. This section will be in effect while performing these duties for a maximum of 8 hours per day.

ARTICLE XV SHIFT DIFFERENTIAL

Section 15.01 All employees assigned to perform duties during premium shift hours, second (2nd) and third (3rd) shifts shall receive a shift differential of twenty (.20) cents per hour regardless of their permanent shift assignment.

ARTICLE XVI SICK LEAVE

Section 16.01

(a) Each permanent full-time employee who has completed their probationary period shall receive pro-rated sick leave at the rate of 1 day a month till June 30, rounded up.

(b) After that the employee will receive twelve (12) sick days on July 1st.

(c) Where sickness in the immediate family requires the employee's absence from work, employees may use not more than four (4) days of such sick leave entitlement in each school calendar year for that purpose. Immediate family for the purpose of this section is defined as the following persons: husband, wife, domestic partner, child, stepchild, foster child, parent, brother or sister of the employee or child of the employee's domestic partner. The Employer may require proof of such sickness in accordance with Section 16.05 and Section 16.07.

Section 16.02 Employees may accumulate two hundred fifty (250) days of sick leave and receive payment of 21/22-\$20 per day; 22/23-\$25 per day; 23/24-\$30 per day; 24/25-\$35 per day upon retirement for all accrued unused sick leave. Amounts will be paid to the employee on the pay date immediately following the employee's final regular pay date.

Section 16.03 Sick leave is defined as leave granted for actual illness which prevents an employee from reporting to work except as 16.01 (c).

Section 16.04 An employee shall notify the Employer promptly in order to be eligible for sick leave payments. Such notification shall:

- (a) Be given prior to his/her individual starting time;
- (b) Be given by telephone or message directly to the employee's supervisor or Business Office;
- (c) State that the employee is sick or injured along with an estimate of how long the employee may be incapacitated.

Section 16.05 A doctor's certificate is required for an absence from work due to sickness for three (3) or more consecutive days. For absence of less than three (3) days, a doctor's certificate may be required where, in the opinion of the Employer, the employee has been abusing his/her sick leave privileges.

Section 16.06 An employee who is eligible for Workmen's Compensation benefits shall not be eligible for sick leave pay.

Section 16.07 If an employee claims sick leave pay to which he/she is not entitled under this article, he/she will be subject to disciplinary action.

ARTICLE XVII LIFE INSURANCE

Section 17.01 On the effective date of this Agreement, the District agrees to pay the premium for a group term life insurance policy in the amount of Twenty Thousand (\$20,000) Dollars for each eligible employee who has completed his/her probationary period.

Section 17.02 The insurance shall terminate at the end of the month in which the employee's active employment with the District ends.

Section 17.03 The group life insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for life insurance will be subject to the grievance procedure established in this collective bargaining agreement.

Section 17.04 It is agreed and understood that the Employer neither accepts nor is the Employer to be charged with hereby any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

Section 17.05 The Employer shall have the unilateral right to change insurance carriers.

ARTICLE XVIII HOSPITAL, MEDICAL, VISION AND DENTAL INSURANCE

Section 18.01 The Employer agrees to provide health insurance CDHP 1 coverage and dental insurance coverage which is equal to that received by the professional staff of the Employer. The vision insurance is for employee only with the option to purchase for family.

Section 18.02 This insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the Employer ends.

Section 18.03 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization, medical service plan, dental plan.

Section 18.04 All employees will be enrolled in the CDHP 1 Plan and the employer will contribute \$1,00.00 for Employees participating in the Single Plan and \$2,000.00 for all other plans each year of this contract or the rate contributed by the District to the Professional Unit, whichever is greater, to a qualified HSA plan. Should the professional Unit not be offered an HSA plan, the rate will remain intact. Employees will not have a premium contribution for the school year.

Employees hired during the terms of this agreement will be provided with the HSA contribution start up rate (\$1,000.00 for the single plan, \$2,000.00 for all other plans) in addition to the rate that corresponds with their hire date.

Any employee who terminates their employment (through resignation, retirement, or disciplinary action) during the terms of this agreement shall forfeit any further contributions under this provision after termination of employment.

Section 18.05 A member who wants to opt out of health insurance will notify the Business Office during the open enrollment period. The opt out period will begin on July 1. A lump sum opt out payment of \$5,000.00 will be paid in a lump sum on or before November 30 of each year.

ARTICLE XIX MILEAGE

Section 19.01 When an employee who is required by the Employer to use his/her personal vehicle for School District business the employee shall receive mileage pay in accordance with the IRS rate at such time.

Section 19.02 Prior approval of all trips and method of travel must be obtained from the Employer.

Section 19.03 Expense sheets must be filled out immediately upon return and approved by the employee's supervisor.

ARTICLE XX BEREAVEMENT

Section 20.01 An employee, will be allowed time off because of death in his/her immediate family for the purpose of making arrangements for and attending the funeral. He/ She shall receive pay for time lost from his/her regular work week not to exceed eight (8) hours pay at his/her straight time hourly rate for each of the employees normally scheduled workdays which fall within three (3) consecutive workdays following the date of death. The immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household or any person with whom the employee has made his/her home.

Section 20.02 An employee, will be excused from work because of the death of his/her first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law,

brother-in-law, or sister-in-law for the purpose of attending the funeral and shall be paid for the day of the funeral in accordance with the number of hours regularly scheduled or the employee's work day not to exceed eight (8) hours pay at his/her straight time hourly rate.

Section 20.03 Pay will be allowed for regularly scheduled work days only.

ARTICLE XXI PENSION

Section 21.01 The Employer agrees to continue the present pension plan for all eligible employees who are in the bargaining unit.

ARTICLE XXII SENIORITY

Section 22.01 For purposes of this Agreement, the term "seniority" means a preferred position for specific purposes which one (1) employee may have over another employee because of greater length of continuous service in his/her classification.

Section 22.02 The following shall constitute a break in continuous service and terminate seniority:

- (1) Resignation
- (2) Separation or discharge for just cause
- (3) Retirement
- (4) Absence without leave for three (3) working days
- (5) Refuse a recall to work from layoff
- (6) Failure to report after leave
- (7) Works at another job while on leave
- (8) Layoff for a period of one (1) year

Section 22.03 Seniority lists shall be prepared for each seniority group and revised when necessary every six (6) months. Appropriate service information shall be shown thereon to

permit application of various seniority provisions. Such lists shall be posted on the appropriate bulletin boards.

Section 22.04 When a job vacancy occurs within the bargaining unit and the Employer wishes to have it filled, the Employer agrees to post such vacancy on the bulletin board for a period of five (5) days prior to the filling of such job vacancy unless an emergency requires a lesser period of time. In filling the vacancy, the following shall be considered:

- (a) Skill and ability to perform the work
- (b) Physical fitness
- (c) Seniority in the School District

Section 22.05 Layoffs shall be made in the inverse order of seniority. Employees affected by layoffs who have the requisite seniority shall have the right to bump back to positions previously held within the classification; the employees may bump back within the same classification provided they have the requisite seniority, skill, and ability. The Employer shall establish a preference list for those persons who have been laid off under the provisions of this article in the inverse order of such layoff. This list shall be used in the order of seniority to fill vacancies within a classification from which the persons on the preference list may have been furloughed or laid off. In the event a person refuses an offer of a position under this section, he/she shall be dropped from the list. Seniority for the purpose of this section shall be deemed to be length of continuous service within the classification.

Section 22.06 In making shift assignments, preference shall be granted on an order to protect the efficiency of operation. Seniority status in this regard shall be that status attained within a classification.

Section 22.07 When no qualified bids or no bids have been submitted for the vacancy, then the Employer may fill the vacancy in any manner he/she deems appropriate.

Section 22.08 Three (3) employees holding the positions of President, Vice-President, Secretary, Treasurer, Chief Steward and Steward shall have super seniority in his/her

classification for purposes of layoff only. The Union will inform the Employer of the Union member holding the position with super seniority.

ARTICLE XXIII LEAVES OF ABSENCE

Section 23.01 Leaves of absence without pay or other benefits hereunder may be granted to regular full-time employees at the request of the employee, for good cause. Falsification of the reason for a leave of absence shall be grounds for discharge. Employees accepting employment elsewhere during such leave shall be considered to have quit without notice.

The employee shall make a written request stating the reason for the leave of absence and the Employer's granting of such leave shall be in writing.

Section 23.02 Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.

Section 23.03 Employees, in case of childbearing or child-rearing, shall have the right to receive a leave of absence up to six (6) months as they may choose. The total between bearing and rearing will not exceed six (6) months. Such leave of absence must be applied for and approved in writing and at the sole discretion of the Employer, childbearing or child-rearing leave may, for good cause, be extended for a period not to exceed six (6) months. Under this condition the total between bearing and rearing will not exceed (12) months. It is understood by both parties that the provisions of this Section are consistent with the Pennsylvania Human Relations Act of 1969. P.L. 133.

Section 23.04 Jury Duty

An employee, excluding probationary employees, who is subpoenaed for jury duty, shall be granted as leave of absence from his/her regular duties during the actual period of such jury duty. The Employer will pay, upon presentation of proper proof, the employee's full salary while on such duty, but no more than eight (8) hours in each day at his/her regular straight time rate. The employee shall reimburse the Employer for all pay received as a juror. The employee will notify the Employer as soon as he/she knows that he/she is being summoned for such duty.

In order to assure proper payment, each employee must furnish to the Employer a certificate of service and payment received duly signed by the Clerk of Court.

This provision does not apply if an employee volunteers for jury duty.

Section 23.05 A regular employee who is required to report for military duty (not to exceed fifteen (15) days per year) shall be paid the difference between their military per diem rate and their per diem rate of pay with the District. An employee claiming such pay must submit proof of his/her military pay.

ARTICLE XXIV UNION REPRESENTATIVE

Section 24.01 Union representatives shall be permitted to investigate and discuss grievances during working hours on the Employer's premises after being granted permission by the Employer. Such permission shall not be unreasonably withheld.

ARTICLE XXV DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

Section 25.01 The parties agree that the discharge, demotion, suspension and discipline of an employee are subject to the grievance procedure. Grievances for demotion, discharge and suspension may be filed at the third (3rd) step.

Section 25.02 Bargaining Unit members shall not be disciplined or discharged, reduced in classification or compensation, or denied any benefit of this agreement without just cause.

ARTICLE XXVI BULLETIN BOARD

Section 26.01 The Employer agrees to provide space on bulletin boards to the Union for the announcement of meetings, election of Union officers and other material relating to Union business.

Section 26.02 The Union shall not post material detrimental to the labor/management relationship nor of a political or controversial nature.

**ARTICLE XXVII
LABOR/MANAGEMENT MEETINGS**

Section 27.01 The Union may appoint up to three (3) persons on a committee to meet at mutually agreed times and places with representatives of the Employer to confer on "meet and discuss" matters as defined in Act 195. Council and International staff representative may also be present. Such meetings may be initiated by either party and the agenda shall be in writing specifying the items to be discussed.

Section 27.02 Safety and health may be a part of these discussions.

Section 27.03 The Employer agrees to meet and discuss with the Union representatives prior to eliminating any current or vacant bargaining unit position(s). The Local Union Representatives along with the District Council 86 Staff Representative will receive such notice and opportunity to discuss the decision with the Employer prior to any decision being finalized.

**ARTICLE XXVIII
GRIEVANCE PROCEDURE**

Section 28.01 The parties to this Agreement agree that it is of the utmost importance to adjust grievances in an orderly and expeditious manner.

Section 28.02 Grievance Definition

A grievance is a dispute between the parties regarding the meaning, interpretation or application of any provision of this Agreement.

Section 28.03 All grievances shall:

- (a) Be signed by the aggrieved employee or a Union Official
- (b) Set forth the date the grievance occurred;
- (c) Designate the provision(s) allegedly violated;
- and
- (d) State remedy or relief sought.

Section 28.04 Grievances shall be settled in the following manner:

Step 1: The employee initiating the grievance shall present it in writing to his/her immediate supervisor within ten (10) working days after its occurrence. The immediate supervisor shall reply to the grievance within ten (10) working days of its presentation.

Step 2: If the grievance is not resolved in Step 1, it shall be referred in writing to the Superintendent or his/her designee within ten (10) working days after the decision has been rendered in Step 1. The Superintendent or his/her designee shall reply in writing to the grievance within ten (10) working days after its presentation.

Step 3: Within fifteen (15) working days of the transmittal of the written answer by the Superintendent, notification shall be given to the Board of School Directors that the grievance shall be presented to the Pennsylvania Department of Labor and Industry Bureau of Arbitration and Mediation for dispute mediation. The mediator shall have no power to add or subtract from or modify this Agreement.

Step 4: If the grievance is not resolved in Step 3, either party may refer the grievance to the American Arbitration Association for the purpose of arbitrating the unsettled grievance. The Union, District Council 86, shall first notify the District in writing of its intent to proceed to arbitration within ten (10) working days of the mediator's recommendation and then it shall within ten (10) working days after the notice has been given to the District refer the grievance in writing to the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association and the arbitrator shall proceed under said rules. The arbitrator, when duly appointed, shall proceed to consider the disputed grievance without delay and render his/her decisions promptly following the conclusion of the hearing in the matter.

Section 28.05 The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

Section 28.06 The arbitrator shall neither add to, subtract from or modify the provisions of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

Section 28.07 All of the time limits contained in the Article may be extended by mutual agreement.

Section 28.08 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 28.09 An employee shall be permitted to have a representative of the Union present at each step of the grievance procedure if he/she so requests.

Section 28.10 The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth unless the time limit has been mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Employer's representatives at any level to give his/her written response within the specified time limit shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

Section 28.11 Any decision in the first two steps of the grievance procedure shall be applicable to that grievance only.

Section 28.12 The arbitrator shall not award back pay for any period before the date of the occurrence leading to said discipline provided the grievance is submitted timely. If the arbitrator orders back pay, then any compensation received by the aggrieved employee during the non-working period must be deducted from the settlement.

ARTICLE XXIX STRIKES AND LOCKOUTS

Section 29.01 The Union recognizes that the District must operate continuously and the employees need to perform their work so there is not interruption of service.

Section 29.02 The Union agrees that there shall be no strikes, slowdowns, stoppages, walkouts, sit-downs, concerted refusals to work overtime or any other interruptions of work or impeding of work or prevent or attempt to prevent the access of employees or anyone properly having access to the District's facilities during the term of this contract. (All of which are

hereinafter referred to as "strike".) The Employer agrees that there shall be no lock outs during the term of this Agreement. The Employer shall be under no obligation to discuss or bargain with the Union concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

Section 29.03 In the event of any such strike, the Union agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work.

ARTICLE XXX SCOPE OF AGREEMENT

Section 30.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 30.02 Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

ARTICLE XXXI UNIFORMS

Each employee will receive a uniform allotment of Three Hundred (\$300.00) Dollars for each fiscal year. New employees in receipt of said allotment will comply with the following guidelines:

A. The Employee must purchase the Employer approved uniform style, including emblems, from the Employer approved uniform supplier. The Employer will reimburse the employee for such uniform purchases, within fifteen (15) days of the presentation of purchase receipts to the School District Business Office, up to the total allotment for each fiscal year.

B. Unused uniform allotment funds lapse at the end of each fiscal year and are not cumulative.

C. All Employees are required to be in uniform at all times when on duty for the Employer.

D. The uniform may be worn only by the Employee, and then only while on duty for the Employer. The uniform may be worn by the Employee when traveling to and from work for the Employer.

E. The uniform shirts shall remain the property of the Employer and shall be returned to the Employer upon termination of employment with the Employer or retirement of the garment from use.

F. Employees are responsible for keeping their uniform clean and in a good state of repair.

G. New employees hired during the terms of this agreement will be compensated an additional \$100.00 for the purchase of proper foot gear.

**ARTICLE XXXII
TERM OF AGREEMENT**

THIS AGREEMENT shall become effective on the ^{14th} day of July, 2021, and shall remain in full force and effect for a period of FOUR (4) years up to and including the 30th day of June, 2025. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 14th day of July, 2021.

JERSEY SHORE AREA SCHOOL DISTRICT

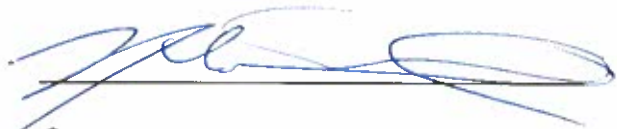
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES,

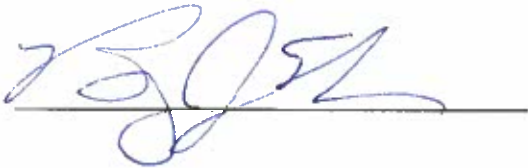
AFL-CIO (AFSCME) AND LOCAL
UNION NO. 2639.

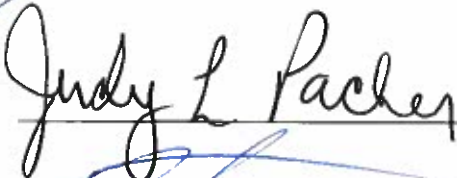













 Staff Representative

JERSEY SHORE AREA SCHOOL DISTRICT

Resolution Adopting Tax Levy

Real Estate Tax - It is resolved that under the authority granted by Act 511 and its Amendments, known as the Local Tax Enabling Act, that the Jersey Shore Area School District imposes for general revenue purposes an annual tax of 18.2464 mills or \$1.82464 per \$100.00 of assessed valuation on all real estate situated in the Boroughs of Jersey Shore and Salladasburg, and the Townships of Anthony, Bastress, Brown, Cummings, Limestone, McHenry, Mifflin, Nippenose, Piatt, Porter, and Watson in Lycoming County, Pennsylvania and an annual tax of 13.5108 mills or \$1.35108 per \$100.00 of assessed valuation on all real estate situated in the Borough of Avis, and the Townships of Crawford and Pine Creek #1 in Clinton County, Pennsylvania to be effective 12:01 A.M. EDST on July 1, 2021 and to continue in force on a fiscal year basis without annual re-enactment unless the rate of tax is subsequently changed. In the opinion of the Jersey Shore Area Board of School Directors, said tax is necessitated by reason of the costs and expenses incident to the conduction of the activities and functions of the Jersey Shore Area School District, Lycoming and Clinton Counties.

FINAL GENERAL FUND BUDGET

Fiscal Year 2021-2022

General Fund Budget Approval

Date of Adoption of the General Fund Budget:

President of the Board - Original Signature Required

Date

Secretary of the Board - Original Signature Required

Date

Chief School Administrator - Original Signature Required

Date

Benjamin J Enders

(570)398-5050

Extn :

Contact Person

Telephone

Extension

benders@jsasd.org

Email Address

CERTIFICATION OF ESTIMATED ENDING FUND BALANCE FROM 2021-2022 GENERAL FUND BUDGET

24 PS 6-688

(10/2010)

SCHOOL DISTRICT : Jersey Shore Area SD	COUNTY : Lycoming	AUN : 117414003
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No school district shall approve an increase in real property taxes unless it has adopted a budget that includes an estimated, ending unreserved undesignated fund balance (unassigned) less than the specified percentage of its total budgeted expenditures:

Total Budgeted Expenditures	Fund Balance % Limit (less than)
Less Than or Equal to \$11,999,999	12.0%
Between \$12,000,000 and \$12,999,999	11.5%
Between \$13,000,000 and \$13,999,999	11.0%
Between \$14,000,000 and \$14,999,999	10.5%
Between \$15,000,000 and \$15,999,999	10.0%
Between \$16,000,000 and \$16,999,999	9.5%
Between \$17,000,000 and \$17,999,999	9.0%
Between \$18,000,000 and \$18,999,999	8.5%
Greater Than or Equal to \$19,000,000	8.0%

Did you raise property taxes in SY 2021-2022 (compared to 2020-2021)?

Yes No

If yes, see information below, taken from the 2021-2022 General Fund Budget.

Total Budgeted Expenditures	\$43646228
Ending Unassigned Fund Balance	\$3484033
Ending Unassigned Fund Balance as a percentage (%) of Total Budgeted Expenditures	7.98%

The Estimated Ending Unassigned Fund Balance is within the allowable limits.

Yes No

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SUPERINTENDENT	DATE
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DUE DATE: AUGUST 15, 2021

**CERTIFICATION OF USE OF PDE-2028
FOR PUBLIC INSPECTION OF 2021-2022 PROPOSED BUDGET**


24 PS 6-687(a)(1)

(03/2006)

School District Name : Jersey Shore Area SD	County : Lycoming	AUN Number : 117414003
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Section 687(a)(1) of the School Code requires the president of the board of school directors of each school district to certify to the Department of Education that the proposed budget was prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education.

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SCHOOL BOARD PRESIDENT 	DATE 5-10-2021
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DUE DATE: IMMEDIATELY FOLLOWING
ADOPTION OF PROPOSED
FINAL GENERAL FUND BUDGET

<u>Val Number</u>	<u>Description</u>	<u>Justification</u>
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
8060	Ending Fund Balance Entry and Budgetary Reserve: If 5900 Budgetary Reserve is not equal to 0, a justification must be entered below.	Prudent Fiscal Management
8080	Ending Fund Balance Entry and Budgetary Reserve: If 0850 Estimated Ending Unassigned Fund Balance is not equal to 0, a justification must be entered below.	Prudent Fiscal Management
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	Committed for PSERS and Health Insurance Increase. Also, future PlanCon J approvals

<u>ITEM</u>	<u>AMOUNTS</u>	
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		
0810 Nonspendable Fund Balance	145,314	
0820 Restricted Fund Balance		
0830 Committed Fund Balance	4,106,899	
0840 Assigned Fund Balance		
0850 Unassigned Fund Balance	4,288,225	
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year		<u>\$8,395,124</u>
Estimated Revenues And Other Financing Sources		
6000 Revenue from Local Sources	18,598,289	
7000 Revenue from State Sources	23,438,930	
8000 Revenue from Federal Sources	799,817	
9000 Other Financing Sources	5,000	
Total Estimated Revenues And Other Financing Sources		<u>\$42,842,036</u>
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation		<u>\$51,237,160</u>

	<u>Amount</u>
REVENUE FROM LOCAL SOURCES	
6111 Current Real Estate Taxes	12,853,100
6112 Interim Real Estate Taxes	25,000
6113 Public Utility Realty Taxes	16,500
6114 Payments in Lieu of Current Taxes - State / Local	238,821
6150 Current Act 511 Taxes - Proportional Assessments	4,050,000
6400 Delinquencies on Taxes Levied / Assessed by the LEA	725,000
6500 Earnings on Investments	150,000
6700 Revenues from LEA Activities	76,100
6800 Revenues from Intermediary Sources / Pass-Through Funds	423,768
6910 Rentals	10,000
6920 Contributions and Donations from Private Sources	10,000
6960 Services Provided Other Local Governmental Units / LEAs	10,000
6990 Refunds and Other Miscellaneous Revenue	10,000
REVENUE FROM LOCAL SOURCES	\$18,598,289
REVENUE FROM STATE SOURCES	
7111 Basic Education Funding-Formula	13,269,486
7112 Basic Education Funding-Social Security	762,160
7160 Tuition for Orphans Subsidy	20,000
7220 Vocational Education	119,500
7271 Special Education funds for School-Aged Pupils	1,852,371
7292 Pre-K Counts	315,000
7311 Pupil Transportation Subsidy	1,217,250
7320 Rental and Sinking Fund Payments / Building Reimbursement Subsidy	622,438
7330 Health Services (Medical, Dental, Nurse, Act 25)	42,000
7340 State Property Tax Reduction Allocation	1,142,610
7505 Ready to Learn Block Grant	489,271
7820 State Share of Retirement Contributions	3,586,844
REVENUE FROM STATE SOURCES	\$23,438,930
REVENUE FROM FEDERAL SOURCES	
8514 NCLB, Title I - Improving the Academic Achievement of the Disadvantaged	510,103
8515 NCLB, Title II - Preparing, Training and Recruiting High Quality Teachers and Principals	92,418
8517 NCLB, Title IV - 21st Century Schools	36,845
8743 ESSER II - Elementary and Secondary School Emergency Relief Fund	160,451
REVENUE FROM FEDERAL SOURCES	\$799,817

Amount

OTHER FINANCING SOURCES

9400 Sale of or Compensation for Loss of Fixed Assets 5,000

OTHER FINANCING SOURCES \$5,000

TOTAL ESTIMATED REVENUES AND OTHER SOURCES 42,842,036

Act 1 Index (current): 4.1%

Calculation Method:	Revenue	Section 672.1 Method Choice: (a)(1)	
Number of Decimals For Tax Rate Calculation:	4		
Approx. Tax Revenue from RE Taxes:	\$12,853,125		
Amount of Tax Relief for Homestead Exclusions	<u>\$1,142,643</u>		
Total Approx. Tax Revenue:	\$13,995,768		
Approx. Tax Levy for Tax Rate Calculation:	\$14,758,242		

	Clinton	Lycoming	Total
2020-21 Data			
a. Assessed Value	\$203,877,800	\$653,309,650	\$857,187,450
b. Real Estate Mills	13.5010	18.3139	
I. 2021-22 Data			
c. 2019 STEB Market Value	\$195,732,662	\$850,036,689	\$1,045,769,351
d. Assessed Value	\$204,445,600	\$657,444,240	\$861,889,840
e. Assessed Value of New Constr/ Renov	\$0	\$0	\$0
2020-21 Calculations			
f. 2020-21 Tax Levy	\$2,752,554	\$11,964,648	\$14,717,202
(a * b)			
2021-22 Calculations			
g. Percent of Total Market Value	18.71662%	81.28338%	100.00000%
II.			
h. Rebalanced 2020-21 Tax Levy	\$2,754,563	\$11,962,639	\$14,717,202
(f Total * g)			
i. Base Mills Subject to Index	13.5108	18.3139	
(h / a * 1000) if no reassessment			
(h / (d-e) * 1000) if reassessment			
Calculation of Tax Rates and Levies Generated			
j. Weighted Avg. Collection Percentage	94.40000%	94.40000%	94.40000%
k. Tax Levy Needed	\$2,762,244	\$11,995,998	\$14,758,242
(Approx. Tax Levy * g)			
I. 2021-22 Real Estate Tax Rate	13.5108	18.2464	
(k / d * 1000)			
III.			
m. Tax Levy Generated by Mills	\$2,762,224	\$11,995,991	\$14,758,215
(l / 1000 * d)			
n. Tax Levy minus Tax Relief for Homestead Exclusions			\$13,615,572
(m - Amount of Tax Relief for Homestead Exclusions)			
o. Net Tax Revenue Generated By Mills			\$12,853,100
(n * Est. Pct. Collection)			

Act 1 Index (current): 4.1%

Calculation Method:

Revenue

Section 672.1 Method Choice: (a)(1)

Number of Decimals For Tax Rate Calculation:

4

Approx. Tax Revenue from RE Taxes:

\$12,853,125

Amount of Tax Relief for Homestead Exclusions

\$1,142,643

Total Approx. Tax Revenue:

\$13,995,768

Approx. Tax Levy for Tax Rate Calculation:

\$14,758,242

	Clinton	Lycoming	Total
Index Maximums			
p. Maximum Mills Based On Index (i * (1 + Index))	14.0647	19.0647	
q. Mills In Excess of Index (if l > p), (l - p))	0.0000	0.0000	
r. Maximum Tax Levy Based On Index (p / 1000 * d)	\$2,875,466	\$12,533,977	\$15,409,443
IV. s. Millage Rate within Index? (If l > p Then No)	Yes	Yes	
t. Tax Levy In Excess of Index (if (m > r), (m - r))	\$0	\$0	\$0
u. Tax Revenue In Excess of Index (t * Est. Pct. Collection)	\$0	\$0	\$0

Information Related to Property Tax Relief

V. Assessed Value Exclusion per Homestead	\$18,400.00	\$13,620.00	
Number of Homestead/Farmstead Properties	1264	3392	4656
Median Assessed Value of Homestead Properties			\$98,310

Act 1 Index (current): 4.1%

Calculation Method:	Revenue	Section 672.1 Method Choice: (a)(1)		
Number of Decimals For Tax Rate Calculation:	4			
Approx. Tax Revenue from RE Taxes:	\$12,853,125			
Amount of Tax Relief for Homestead Exclusions	<u>\$1,142,643</u>			
Total Approx. Tax Revenue:	\$13,995,768			
Approx. Tax Levy for Tax Rate Calculation:	\$14,758,242			

	Clinton	Lycoming		Total
<hr/>				
State Property Tax Reduction Allocation used for: Homestead Exclusions		\$1,142,610	Lowering RE Tax Rate	\$0
Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions		\$33		\$33
Amount of Tax Relief from State/Local Sources				\$1,142,643

CODE

6111 Current Real Estate Taxes

<u>County Name</u>	<u>Taxable Assessed Value</u>	<u>Real Estate Mills</u>	<u>Tax Levy Generated by Mills</u>	<u>Amount of Tax Relief for Homestead Exclusions</u>	<u>Tax Levy Minus Homestead Exclusions</u>	<u>Percent Collected</u>	<u>Net Tax Revenue Generated By Mills</u>
Clinton	204,445,600	13.5108	2,762,224			94.40000%	
Lycoming	657,444,240	18.2464	11,995,991			94.40000%	
Totals:	861,889,840		14,758,215	- 1,142,643 =	13,615,572 X	94.40000% =	12,853,100

	<u>Rate</u>		<u>Estimated Revenue</u>
6120 <u>Current Per Capita Taxes, Section 679</u>	\$0.00		0
6140 <u>Current Act 511 Taxes-- Flat Rate Assessments</u>	<u>Rate</u>	<u>Add'l Rate (if appl.)</u>	<u>Tax Levy</u>
6141 Current Act 511 Per Capita Taxes	\$0.00	\$0.00	0
6142 Current Act 511 Occupation Taxes-- Flat Rate	\$0.00	\$0.00	0
6143 Current Act 511 Local Services Taxes	\$0.00	\$0.00	0
6144 Current Act 511 Trailer Taxes	\$0.00	\$0.00	0
6145 Current Act 511 Business Privilege Taxes-- Flat Rate	\$0.00	\$0.00	0
6146 Current Act 511 Mechanical Device Taxes-- Flat Rate	\$0.00	\$0.00	0
6149 Current Act 511 Taxes, Other Flat Rate Assessments	\$0.00	\$0.00	0
Total Current Act 511 Taxes-- Flat Rate Assessments			0
6150 <u>Current Act 511 Taxes-- Proportional Assessments</u>	<u>Rate</u>	<u>Add'l Rate (if appl.)</u>	<u>Tax Levy</u>
6151 Current Act 511 Earned Income Taxes	1.100%	0.000%	3,850,000
6152 Current Act 511 Occupation Taxes	0.000	0.000	0
6153 Current Act 511 Real Estate Transfer Taxes	0.500%	0.000%	200,000
6154 Current Act 511 Amusement Taxes	0.000%	0.000%	0
6155 Current Act 511 Business Privilege Taxes	0.000	0.000	0
6156 Current Act 511 Mechanical Device Taxes-- Percentage	0.000%	0.000%	0
6157 Current Act 511 Mercantile Taxes	0.000	0.000	0
6159 Current Act 511 Taxes, Other Proportional Assessments	0	0	0
Total Current Act 511 Taxes-- Proportional Assessments			4,050,000
Total Act 511, Current Taxes			4,050,000
Act 511 Tax Limit -->		1,045,769,351 X	12
		Market Value	Mills
			12,549,232
			(511 Limit)

Tax Function	Description	Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index
		2020-21 (Rebalanced)	2021-22				2020-21 (Rebalanced)	2021-22		
6111	<u>Current Real Estate Taxes</u>									
	Clinton	13.5108	13.5108	0.00%	Yes	4.1%				
	Lycoming	18.3139	18.2464	-0.35%	Yes	4.1%				
	<u>Current Act 511 Taxes-- Proportional Assessments</u>									
6151	Current Act 511 Earned Income Taxes	1.100%	1.100%	0.00%	Yes	4.1%				
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	4.1%				

LEA : 117414003 Jersey Shore Area SD

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<u>Description</u>	<u>Amount</u>
1000 Instruction	
1100 Regular Programs - Elementary / Secondary	18,496,160
1200 Special Programs - Elementary / Secondary	6,002,312
1300 Vocational Education	1,142,858
1400 Other Instructional Programs - Elementary / Secondary	146,306
1800 Pre-Kindergarten	315,000
Total Instruction	\$26,102,636
2000 Support Services	
2100 Support Services - Students	1,726,535
2200 Support Services - Instructional Staff	1,304,185
2300 Support Services - Administration	2,642,923
2400 Support Services - Pupil Health	366,912
2500 Support Services - Business	964,193
2600 Operation and Maintenance of Plant Services	3,487,550
2700 Student Transportation Services	1,834,975
2800 Support Services - Central	10,841
Total Support Services	\$12,338,114
3000 Operation of Non-Instructional Services	
3200 Student Activities	955,156
Total Operation of Non-Instructional Services	\$955,156
5000 Other Expenditures and Financing Uses	
5100 Debt Service / Other Expenditures and Financing Uses	2,945,322
5900 Budgetary Reserve	1,305,000
Total Other Expenditures and Financing Uses	\$4,250,322
Total Estimated Expenditures and Other Financing Uses	\$43,646,228

2021-2022 Final General Fund Budget

LEA : 117414003 Jersey Shore Area SD

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<u>Description</u>	<u>Amount</u>
1000 Instruction	
1100 <u>Regular Programs - Elementary / Secondary</u>	
100 Personnel Services - Salaries	9,413,013
200 Personnel Services - Employee Benefits	6,618,399
300 Purchased Professional and Technical Services	578,533
400 Purchased Property Services	65,750
500 Other Purchased Services	1,166,538
600 Supplies	300,698
700 Property	351,700
800 Other Objects	1,529
Total Regular Programs - Elementary / Secondary	\$18,496,160
1200 <u>Special Programs - Elementary / Secondary</u>	
100 Personnel Services - Salaries	2,317,823
200 Personnel Services - Employee Benefits	1,932,062
300 Purchased Professional and Technical Services	593,600
400 Purchased Property Services	500
500 Other Purchased Services	1,139,225
600 Supplies	17,152
800 Other Objects	1,950
Total Special Programs - Elementary / Secondary	\$6,002,312
1300 <u>Vocational Education</u>	
100 Personnel Services - Salaries	578,671
200 Personnel Services - Employee Benefits	421,242
300 Purchased Professional and Technical Services	20,000
400 Purchased Property Services	5,400
500 Other Purchased Services	6,700
600 Supplies	108,095
800 Other Objects	2,750
Total Vocational Education	\$1,142,858
1400 <u>Other Instructional Programs - Elementary / Secondary</u>	
100 Personnel Services - Salaries	17,000
200 Personnel Services - Employee Benefits	7,306
300 Purchased Professional and Technical Services	58,000
500 Other Purchased Services	62,500
600 Supplies	1,500
Total Other Instructional Programs - Elementary / Secondary	\$146,306
1800 <u>Pre-Kindergarten</u>	
800 Other Objects	315,000
Total Pre-Kindergarten	\$315,000
Total Instruction	\$26,102,636
2000 Support Services	
2100 <u>Support Services - Students</u>	
100 Personnel Services - Salaries	925,677
200 Personnel Services - Employee Benefits	685,313

2021-2022 Final General Fund Budget

LEA : 117414003 Jersey Shore Area SD

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<u>Description</u>	<u>Amount</u>
300 Purchased Professional and Technical Services	99,600
400 Purchased Property Services	2,000
500 Other Purchased Services	2,500
600 Supplies	10,845
800 Other Objects	600
Total Support Services - Students	\$1,726,535
2200 <u>Support Services - Instructional Staff</u>	
100 Personnel Services - Salaries	595,942
200 Personnel Services - Employee Benefits	487,445
300 Purchased Professional and Technical Services	110,215
400 Purchased Property Services	14,750
500 Other Purchased Services	28,900
600 Supplies	55,943
700 Property	8,000
800 Other Objects	2,990
Total Support Services - Instructional Staff	\$1,304,185
2300 <u>Support Services - Administration</u>	
100 Personnel Services - Salaries	1,294,505
200 Personnel Services - Employee Benefits	949,338
300 Purchased Professional and Technical Services	298,963
400 Purchased Property Services	520
500 Other Purchased Services	65,502
600 Supplies	8,220
800 Other Objects	25,875
Total Support Services - Administration	\$2,642,923
2400 <u>Support Services - Pupil Health</u>	
100 Personnel Services - Salaries	186,632
200 Personnel Services - Employee Benefits	170,407
300 Purchased Professional and Technical Services	5,500
400 Purchased Property Services	600
500 Other Purchased Services	400
600 Supplies	3,373
Total Support Services - Pupil Health	\$366,912
2500 <u>Support Services - Business</u>	
100 Personnel Services - Salaries	471,401
200 Personnel Services - Employee Benefits	367,822
300 Purchased Professional and Technical Services	25,700
400 Purchased Property Services	30,600
500 Other Purchased Services	27,250
600 Supplies	35,800
800 Other Objects	5,620
Total Support Services - Business	\$964,193
2600 <u>Operation and Maintenance of Plant Services</u>	
100 Personnel Services - Salaries	1,088,362
200 Personnel Services - Employee Benefits	885,918

2021-2022 Final General Fund Budget

LEA : 117414003 Jersey Shore Area SD

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<u>Description</u>	<u>Amount</u>
300 Purchased Professional and Technical Services	71,386
400 Purchased Property Services	743,819
500 Other Purchased Services	230,630
600 Supplies	360,285
700 Property	104,500
800 Other Objects	2,650
Total Operation and Maintenance of Plant Services	\$3,487,550
2700 <u>Student Transportation Services</u>	
300 Purchased Professional and Technical Services	59,000
400 Purchased Property Services	325
500 Other Purchased Services	1,775,600
600 Supplies	50
Total Student Transportation Services	\$1,834,975
2800 <u>Support Services - Central</u>	
100 Personnel Services - Salaries	5,805
200 Personnel Services - Employee Benefits	1,536
300 Purchased Professional and Technical Services	1,500
500 Other Purchased Services	2,000
Total Support Services - Central	\$10,841
Total Support Services	\$12,338,114
3000 Operation of Non-Instructional Services	
3200 <u>Student Activities</u>	
100 Personnel Services - Salaries	435,103
200 Personnel Services - Employee Benefits	222,328
300 Purchased Professional and Technical Services	57,199
400 Purchased Property Services	15,350
500 Other Purchased Services	103,900
600 Supplies	75,866
700 Property	24,450
800 Other Objects	20,960
Total Student Activities	\$955,156
Total Operation of Non-Instructional Services	\$955,156
5000 Other Expenditures and Financing Uses	
5100 <u>Debt Service / Other Expenditures and Financing Uses</u>	
800 Other Objects	328,322
900 Other Uses of Funds	2,617,000
Total Debt Service / Other Expenditures and Financing Uses	\$2,945,322
5900 <u>Budgetary Reserve</u>	
800 Other Objects	1,305,000
Total Budgetary Reserve	\$1,305,000
Total Other Expenditures and Financing Uses	\$4,250,322
TOTAL EXPENDITURES	\$43,646,228

Cash and Short-Term Investments

06/30/2021 Estimate

06/30/2022 Projection

General Fund	10,889,221	10,085,029
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431	886,347	886,347
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund	130,509	105,509
Investment Trust Fund		
Pension Trust Fund		
Activity Fund	200,000	200,000
Other Agency Fund		
Permanent Fund		
Total Cash and Short-Term Investments	\$12,106,077	\$11,276,885

Long-Term Investments

06/30/2021 Estimate

06/30/2022 Projection

General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		

Long-Term Investments

06/30/2021 Estimate

06/30/2022 Projection

Permanent Fund

Total Long-Term Investments

TOTAL CASH AND INVESTMENTS	\$12,106,077	\$11,276,885
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Long-Term Indebtedness

06/30/2021 Estimate

06/30/2022 Projection

General Fund

0510 Bonds Payable	24,720,000	22,103,000
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences	750,000	750,000
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)	13,000,000	13,000,000
0599 Other Noncurrent Liabilities		

Total General Fund	\$38,470,000	\$35,853,000
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Public Purpose (Expendable) Trust Fund

0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		

Total Public Purpose (Expendable) Trust Fund		
---	--	--

Other Comptroller-Approved Special Revenue Funds

0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		

Total Other Comptroller-Approved Special Revenue Funds		
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Athletic / School-Sponsored Extra Curricular Activities Fund

0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		

Total Athletic / School-Sponsored Extra Curricular Activities Fund		
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Capital Reserve Fund - § 690, §1850

0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		

Long-Term Indebtedness

06/30/2021 Estimate

06/30/2022 Projection

- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Other Capital Projects Fund

Debt Service Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Debt Service Fund

Food Service / Cafeteria Operations Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations

Long-Term Indebtedness

06/30/2021 Estimate

06/30/2022 Projection

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Food Service / Cafeteria Operations Fund

Child Care Operations Fund

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Child Care Operations Fund

Other Enterprise Funds

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Other Enterprise Funds

Internal Service Fund

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Internal Service Fund

Private Purpose Trust Fund

0510 Bonds Payable

0520 Extended-Term Financing Agreements Payable

0530 Lease-Purchase Obligations

0540 Accumulated Compensated Absences

0550 Authority Lease Obligations

0560 Other Post-Employment Benefits (OPEB)

0599 Other Noncurrent Liabilities

Total Private Purpose Trust Fund

Long-Term Indebtedness

06/30/2021 Estimate

06/30/2022 Projection

Investment Trust Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Investment Trust Fund

Pension Trust Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Pension Trust Fund

Activity Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Activity Fund

Other Agency Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease-Purchase Obligations
- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Other Agency Fund

Permanent Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable

<u>Long-Term Indebtedness</u>	<u>06/30/2021 Estimate</u>	<u>06/30/2022 Projection</u>
0530 Lease-Purchase Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Permanent Fund		
Total Long-Term Indebtedness	\$38,470,000	\$35,853,000

Short-Term Payables

06/30/2021 Estimate

06/30/2022 Projection

General Fund	600,000	600,000
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - § 690, §1850		
Capital Reserve Fund - § 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		

Total Short-Term Payables	\$600,000	\$600,000
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TOTAL INDEBTEDNESS	\$39,070,000	\$36,453,000
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Account Description	Amounts
0810 Nonspendable Fund Balance	145,314
0820 Restricted Fund Balance	
0830 Committed Fund Balance	4,106,899
0840 Assigned Fund Balance	
0850 Unassigned Fund Balance	3,484,033
Total Ending Fund Balance - Committed, Assigned, and Unassigned	\$7,590,932
5900 Budgetary Reserve	1,305,000
Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve	\$9,041,246

JERSEY SHORE AREA SCHOOL DISTRICT

2021 Homestead and Farmstead Exclusion Resolution

RESOLVED, by the Board of School Directors of Jersey Shore Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2021, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

Aggregate amount available for homestead and farmstead real estate tax reduction. The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2021:

Gambling tax funds. The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$1,142,610. Jersey Shore Area School District has prior year unused exclusions in the amount of \$33. The total available for tax reduction is \$1,142,643

Homestead/farmstead numbers. Pursuant to Act 50, 54 Pa. C.S. § 8584(i), and Act 1, 53 P.S. § 6926.341(g)(3), the County has provided the School District with a certified report listing approved homesteads and approved farmsteads as follows:

Homestead property number. The number of approved homesteads within the School District is 3,305 in Lycoming County and 1,256 in Clinton County.

Farmstead property number. The number of approved farmsteads within the School District is 87 in Lycoming County and 8 in Clinton County.

Homestead/farmstead combined number. Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 4,656.

Real estate tax reduction calculation. The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the aggregate amount available during the school year for real estate tax reduction of \$1,142,643 by the aggregate number of approved homesteads and approved farmsteads of 4,656 (before considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead and farmstead exclusion amount), the preliminary calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$245.41 in Lycoming County and \$245.41 in Clinton County.

Homestead/farmstead exclusion authorization – July 1 tax bills. The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the maximum real estate assessed value reduction of \$13,620 in Lycoming County and \$18,400 in Clinton County. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the farmstead, or (b) the maximum real estate assessed value reduction of \$13,620 in Lycoming County and \$18,400 in Clinton County. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the Lycoming and Clinton County Assessment Offices on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This authorization will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.

ADDENDUM TO EXTEND AGREEMENT

This is an Addendum to an Agreement between **ESS Northeast, LLC**, a Delaware limited liability company (the “Company”) located at 800 North Kings Highway, Suite 405, Cherry Hill, New Jersey 08034 and the **Jersey Shore Area School District** (hereinafter referred to as “LEA” for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2021;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2022 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2021 through June 30, 2022;
2. Effective July 1, 2021, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

Jersey Shore Area School District

By _____
Signature

Name and Title

Date _____

ESS Northeast, LLC

By _____
W. Andrew Hall, Executive V.P.

**EXHIBIT A
Pricing Plan**

Substitute Classification	Pay to Substitute	Discount Rate 2021-2022	Rules
6 Full Day Substitute Teacher	\$110.00	\$146.74	
Half Day Substitute Teacher	\$55.00	\$73.37	
Full Day Long Term Substitute Teacher	\$175.00	\$233.45	Administered on day 1 of assignments projected over 90 days
Half Day Long Term Substitute Teacher	\$87.50	\$116.73	Administered on day 1 of assignments projected over 90 days
Full Day Building Based Substitute Teacher	\$120.00	\$160.08	Administered on day 1 of enrollment in the program
Half Day Building Based Substitute Teacher	\$60.00	\$80.04	Administered on day 1 of enrollment in the program
Substitute Teacher (Hourly)	\$13.33	\$17.78	No lunch deduction
Substitute Clerical (Hourly)	\$8.50	\$11.34	After 8 hours; 30 minute lunch break
Substitute Lunchroom Monitor (Hourly)	\$8.50	\$11.34	No lunch deduction
Full Day Substitute Nurse	\$100.00	\$133.40	
Half Day Substitute Nurse	\$50.00	\$66.70	
Substitute Custodian (Hourly)	\$10.00	\$13.34	After 8.5 hours; 30 minute lunch break
Building Based Substitute Custodian (Hourly)	\$10.00	\$13.34	After 8.5 hours; 30 minute lunch break
Full Day Substitute Paraprofessional	\$69.38	\$92.55	
Half Day Substitute Paraprofessional	\$34.69	\$46.28	
Bonus	\$58.85	\$58.85	Substitute will be awarded \$58.85 bonus payment after 160 hours worked; For Substitute Paraprofessionals, Clerical, Cafeteria Aides, Nurses and Custodians only

ADDENDUM

This is an Addendum to the Agreement between the **Jersey Shore Area School District** (hereinafter referred to as "LEA" for Local Education Agency) and **ESS Northeast, LLC** (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective June 6, 2021 the following positions are added in Exhibit A:

Position	Pay Rate	Discounted Bill Rate 2020/2021
Summer School Teacher - Hourly	\$13.33	\$17.78
Summer School Teacher Half Day	\$50.00	\$66.70
Summer School Teacher Full Day	\$100.00	\$133.40

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Jersey Shore Area School District

By _____
Signature

Name and Title

Date _____

ESS Northeast, LLC

By _____
W. Andrew Hall, Executive V.P.

Date _____



Book	Board Policy Manual
Section	300 Employees
Title	Gifts
Code	322
Status	
Legal	1. 24 P.S. 510
Adopted	January 25, 2010

Authority

The Board considers the acceptance of gifts by administrative, professional and classified employees an undesirable practice.

It is the policy of the Board that staff members not accept gifts of significant value, as determined by the immediate supervisor. [\[1\]](#)

Delegation of Responsibility

The Superintendent or designee may approve acts of generosity to individual district employees in unusual situations, but shall report such instances to the Board on a timely basis.



Book	Board Policy Manual
Section	300 Employees
Title	Tobacco and Vaping Products
Code	323
Status	
Legal	<ol style="list-style-type: none">1. 18 Pa. C.S.A. 63052. 18 Pa. C.S.A. 6306.13. Pol. 317 - Conduct/Disciplinary Procedures4. Pol. 351 - Drug and Substance Abuse5. 20 U.S.C. 79736. Pol. 818 - Contracted Services7. 24 P.S. 1303-A8. Pol. 805.1 - Relations with Law Enforcement Agencies9. 22 PA Code 10.210. 22 PA Code 10.2211. 24 P.S. 1302.1-A20 U.S.C. 7971 et seq
Adopted	January 25, 2010

Purpose

The Board recognizes that tobacco and vaping products, including the product marketed as Juul and other electronic cigarettes, present a health and safety hazard that can have serious consequences for users, nonusers and the school environment. The purpose of this policy is to regulate use of tobacco and vaping products, including Juuls and other electronic cigarettes, by district employees and contracted personnel.

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including Juuls and other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with state law, shall be defined to include the following: [\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the

device, including, but not limited to, electronic nicotine delivery systems, an electronic cigarette, a cigar, a pipe and a hookah.

3. Any product containing, made or derived from either:
 - a. Tobacco, whether in its natural or synthetic form; or
 - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following: [\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law requires the district to maintain a drug-free workplace, at which marijuana of any kind is prohibited.* [\[3\]](#)[\[4\]](#)

Authority

The Board prohibits use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by district employees and contracted personnel at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; or on property owned, leased or controlled by the school district. [\[2\]](#)[\[5\]](#)[\[6\]](#)

The Board also prohibits use of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by district employees at any time while responsible for the supervision of students during school-sponsored activities that are held off school property. [\[2\]](#)

This policy does not prohibit possession of tobacco and vaping products, including the product marketed as Juul and other e-cigarettes, by district employees and contracted personnel of legal age.

The Board deems it to be a violation of this policy for any district employee or contracted personnel to furnish a tobacco or vaping product, including the product marketed as Juul or any other e-cigarette, to a student. [\[1\]](#)

Delegation of Responsibility

The Superintendent or designee shall notify employees and contracted personnel about the Board's tobacco and vaping products policy by publishing information in handbooks, newsletters, posters, and other efficient methods such as posted notices, signs and on the district website. [\[2\]](#)

Reporting

Office for Safe Schools Report –

The Superintendent shall annually, by July 31, report incidents of prohibited possession, use or sale of tobacco and vaping products, including Juuls or other e-cigarettes, on school property to the Office for Safe Schools on the required form. [\[7\]](#)[\[8\]](#)

Law Enforcement Incident Report –

The Superintendent or designee may report incidents involving the sale of tobacco and vaping

products, including Juuls or other e-cigarettes, to minors by employees on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)



Book	Board Policy Manual
Section	300 Employees
Title	Personnel Files
Code	324
Status	
Legal	<ol style="list-style-type: none"> 1. 24 P.S. 510 2. 42 U.S.C. 2000ff et seq 3. 42 U.S.C. 12112 4. Pol. 800 - Records Management 5. 43 P.S. 1321 6. 43 P.S. 1322 7. 22 PA Code 403.4 8. 20 U.S.C. 6311 9. 20 U.S.C. 7801 10. Pol. 304 - Employment of District Staff 11. 22 PA Code 403.5 24 P.S. 111 22 PA Code 8.1 et seq 23 Pa. C.S.A. 6301 et seq 43 P.S. 1321 et seq 42 U.S.C. 12101 et seq 8 CFR 274a.2
Adopted	January 25, 2010

Authority

Orderly operation of the school district requires maintaining a file for the retention of all records relative to an individual's duties and responsibilities as an administrative, professional or classified employee of the district.

The Board requires that sufficient records be maintained to ensure an employee's qualifications for the job held; compliance with federal and state requirements and local benefit programs; conformance with Board policies, administrative regulations, rules and procedures; and evidence of completed evaluations. [\[1\]](#)

Delegation of Responsibility

The Board delegates the establishment and maintenance of official personnel records to the Superintendent or designee, who shall prepare administrative regulations defining the material to be incorporated into personnel files.

Guidelines

A central file shall be maintained; supplemental records may be maintained only for ease in data gathering.

Medical records shall be kept in a file separate from the employee's personnel file. [\[2\]](#)[\[3\]](#)

Only information that pertains to the professional role of the employee and is submitted by duly authorized administrative personnel and the Board may be entered in the official personnel file. A copy of each entry shall be made available to the employee, except for matters pertaining to pending litigation or criminal investigation.

Personnel records shall be available to the Board but only as required in the performance of its designated functions as a School Board and as approved by a majority vote of the Board.

Personnel files shall be reviewed at intervals established by the district, and material no longer required shall be destroyed. [\[4\]](#)

Administrative, professional and classified employees shall have access to their own file. Information relative to confidential employment references/recommendations are not part of the personnel file and shall not be available for review by the employee. [\[5\]](#)[\[6\]](#)

Title I Schools

In accordance with law, the district shall release to parents/guardians, upon request, information regarding the professional qualifications and academic degrees of any teacher providing instruction to their child at a school receiving Title I funds. The district shall annually notify parents/guardians at the beginning of the school year about their right to request such information. [\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

The district shall notify parents/guardians of students attending Title I schools when their child has been assigned to or taught for four (4) or more consecutive weeks by a teacher who is not highly qualified, as defined by federal law. [\[7\]](#)[\[8\]](#)[\[9\]](#)

In accordance with law, the district shall release to parents/guardians, upon request, the qualifications of any paraprofessionals who provide instructional support to their child at a school receiving Title I funds. The district shall annually notify parents/guardians at the beginning of the school year about their right to request such information. [\[11\]](#)[\[8\]](#)[\[10\]](#)



Book	Board Policy Manual
Section	300 Employees
Title	Dress and Grooming
Code	325
Status	
Legal	1. 24 P.S. 510
Adopted	January 25, 2010

Authority

Administrative, professional and classified employees set an example in dress and grooming for students and the school community. Employees' dress should reflect their professional status and encourage respect for authority in order to have a positive influence on the district's programs and operations.

The Board has the authority to specify reasonable dress and grooming requirements, within law, for all district employees to prevent an adverse impact on the educational programs and district operations.[\[1\]](#)

When assigned to district duties, employees shall be physically clean, neat, well-groomed and dressed in a manner consistent with assigned job responsibilities.

Employees shall be groomed so that their hair style does not cause a safety or health hazard.

Classified employees shall be required to wear a designated work uniforms in accordance with provisions of the collective bargaining agreement.

Delegation of Responsibility

If an employee feels that an exception to this policy would enable him/her to carry out assigned duties more effectively, a request should be made to the immediate supervisor.



Book	Board Policy Manual
Section	100 Programs
Title	Title I - Comparability of Services
Code	150
Status	
Legal	<ol style="list-style-type: none">1. 20 U.S.C. 63212. Pol. 138 - Limited English3. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities4. Pol. 113 - Special Education5. Pol. 114 - Gifted Education6. Pol. 906 - Public Complaints

Purpose

The equivalent distribution of district resources is one means the district shall use to ensure all students receive a quality education. This policy demonstrates the district's commitment to ensure that no discrimination occurs in the distribution of resources funded by state and local sources, regardless of the receipt of federal funds.

Authority

The Board directs that each district school receiving Title I funds must use state and local funds to provide services that, taken as a whole, are at least comparable to services in those schools in the district that do not receive Title I funds. [\[1\]](#)

If all schools in the district receive Title I funds, the Board directs that state and local funds shall be used to provide services that, taken as a whole, are substantially comparable in each school. [\[1\]](#)

The Board acknowledges that comparability may be measured on a grade-span by grade-span basis or a school-by-school basis.

Definition

For purposes of this policy, grade span is defined as a similar two-grade span difference or less. For example, a grade span of K-2 to K-4, not a grade span of K-2 to K-5.

Delegation of Responsibility

If the district has more than one (1) building per grade span, the Superintendent or designee shall complete a Detailed School Data Sheet.

Regardless of buildings per grade span, the Superintendent or designee shall annually complete a Comparability Assurance Form to provide written assurance of equivalence among schools, including

the provision of curriculum materials; instructional supplies; and teachers, administrators and other staff.

Guidelines

Allowable Exclusions

For the purposes of determining comparability, the district may exclude: [\[1\]](#)

1. State and local funds expended for language instruction education programs. [\[2\]](#)
2. Excess costs associated with providing services to students with disabilities. [\[3\]](#)[\[4\]](#)[\[5\]](#)
3. Unpredictable changes in enrollment or personnel assignments occurring after the beginning of the school year.
4. Other expenditures from supplemental state or local funds consistent with the intent of Title I.

Complaints

Complaints by individuals and organizations regarding implementation of equivalence between schools shall be processed in accordance with Board policy. [\[6\]](#)



Book	Board Policy Manual
Section	300 Employees
Title	Complaint Process
Code	326
Status	
Legal	24 P.S. 510
Adopted	January 25, 2010

Authority

It is the Board's intent to establish reasonable and effective means of resolving conflicts among employees to reduce potential areas of complaints, and to establish and maintain clear two-way channels of communication between supervisory personnel and district employees for situations not covered by the terms of a collective bargaining agreement.

There shall be no reprisals of any kind taken against any employees or their representatives because of support of or participation in a complaint.

Delegation of Responsibility

The Board directs the Superintendent to establish a process that will facilitate proper and equitable solutions to complaints by district employees at the lowest appropriate level.

Guidelines

Complaints should be discussed in a private, informal conference between the parties involved. At least one (1) private meeting should take place between the parties before the complaint process is invoked.

A complainant may be represented or accompanied by anyone s/he chooses at any higher level of the complaint process.

All documents, communications, and records relevant to a complaint shall be filed in a separate file and not kept in the personnel file of any of the participants.



Book	Board Policy Manual
Section	800 Operations
Title	Electronic Signatures/Records
Code	800.1
Status	
Legal	<ol style="list-style-type: none">1. 73 P.S. 2260.101 et seq2. 15 U.S.C. 7001 et seq3. 73 P.S. 2260.301 et seq4. Pol. 800 - Records Management5. 15 U.S.C. 70066. 73 P.S. 2260.1037. Pol. 815 - Acceptable Use of Internet, Computers and Network Resources8. 73 P.S. 2260.5029. 73 P.S. 2260.30510. 73 P.S. 2260.30611. 21 P.S. 483.1 et seq12. Pol. 716 - Integrated Pest Management

Purpose

Under certain conditions, electronic records and signatures satisfy the requirements of a manual record and/or signature when transacting business. The Board recognizes that the effectiveness of electronic records and signatures depends upon the authenticity and reliability of the signatures and the context in which the electronic records are created, transferred and stored. Therefore, the Board adopts this policy to allow for the use of and acceptance of electronic records and signatures and to establish the guidelines under which electronic signatures may be utilized by the district. [\[1\]](#)

Authority

The Board authorizes the use of electronic signatures in place of manual signatures to conduct district business unless a manual signature is required by law or regulations. Electronic signatures shall have the full force and effect of a manual signature when used in accordance with this policy and applicable law and regulations. [\[1\]](#)

Electronic records filed with or issued by the district shall have the full force and effect of paper records when the requirements of this policy and applicable law and regulations are satisfied. [\[2\]](#)[\[3\]](#)[\[4\]](#)

This policy applies to the use of electronic records and signatures when permitted or required in connection with district programs and operations.

Definitions

Electronic record – any record created, generated, sent, communicated, received, or stored by electronic means.[4][5][6]

Electronic signature – an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. More simply, it is a paperless means of committing to a contract or other document in a manner that indicates the signer’s intent to bind themselves and/or the district. [5][6]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to direct staff on the parameters for authorized use of electronic signatures related to district programs and operations.

Guidelines

Electronic Recordkeeping

The maintenance of electronic records and signatures by the district shall comply with the electronic recordkeeping requirements of state and federal laws and regulations and the district’s Records Management Plan.[4][7]

Electronic records created or received by the district shall be appropriately attributed to the individual(s) responsible for their creation, authorization and/or approval.

The district may specify the type of electronic signature required on an electronic record, the manner and format in which the electronic signature must be affixed to the electronic record, and the criteria that must be met when an individual uses a third party to file a document if electronic records must be signed by electronic means. [8]

The district shall implement and maintain electronic recordkeeping systems to securely receive, store, and reproduce electronic records and signatures relating to transactions in their original form. [6][9][10]

Such a system shall allow the district to implement:

1. A security procedure for the purposes of verifying that an electronic signature is that of a specific person or for detecting changes or errors in the information in an electronic record.
2. Appropriate control processes and procedures to ensure adequate preservation, disposition, integrity, security, confidentiality and auditability of electronic records. [8]
3. A consistent manner and format in which the electronic records must be created, generated, sent, communicated, received and stored. [8]

Electronic Signatures

An electronic signature may be used if the law requires a signature unless there is a specific law, regulation, or order that requires records to be manually signed. The issuance and/or acceptance of an electronic signature by the district shall be permitted in accordance with the provisions of this policy and all applicable state and federal laws and regulations. Such electronic signature shall have the full force and effect of a manual signature only if the electronic signature satisfies all of the following requirements: [1][2][11][12]

1. The signing employee is authorized to manually sign the document on behalf of the district.
2. The electronic signature identifies the individual signing the document by their name and position.

3. The individual signing with an electronic signature has signed a statement of exclusive use.
4. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail.
5. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been applied.
6. The electronic signature conforms to all other provisions of this policy.

The district shall maintain a secure log of each employee authorized to utilize an electronic signature in connection with district business.[4]

This policy does not require a specific method for executing an electronic signature. The employee signing a particular document is responsible for verifying that the method chosen is appropriate for the nature of the transaction. Employees must consider confidentiality, authentication of signatures, and verification that the document signed is, in all respects, identical to the one to which the signer intends to bind the district.

Any electronic signature that appears to be forged, altered, or otherwise not authentic, or that is not compliant with law or regulation, this policy or related administrative regulation, is not a valid signature. Should an electronic signature be deemed invalid, the Superintendent or designee may require a manual signature.

All other policies that apply to the execution of contracts or other documents on behalf of the district remain in full force and effect.



Book	Board Policy Manual
Section	800 Operations
Title	District Social Media
Code	816
Status	

Legal

1. [24 P.S. 510](#)
 2. Pol. 815 - Acceptable Use of Internet, Computers and Network Resources
 3. Pol. 913 - Relations with Nonschool Organizations/Groups/Individuals
 4. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students
 5. Pol. 104 - Discrimination/Title IX Sexual Harassment Affecting Staff
 6. Pol. 911 - News Media Relations
 7. Pol. 113.4 - Confidentiality of Special Education Student Information
 8. Pol. 216 - Student Records
 9. Pol. 814 - Copyright Material
 10. [20 U.S.C. 1232g](#)
 11. [34 CFR Part 99](#)
 12. [42 U.S.C. 12101 et seq](#)
 13. [29 U.S.C. 794](#)
 14. [28 CFR 35.160](#)
 15. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities
 16. Pol. 824 - Maintaining Professional Adult/Student Boundaries
 17. [24 P.S. 1122](#)
 18. [24 P.S. 2070.1a et seq](#)
 19. [22 PA Code 235.1 et seq](#)
 20. [U.S. Const. Amend. I](#)
 21. Pol. 317 - Conduct Disciplinary Procedures
 22. Pol. 320 - Freedom of Speech
 23. [24 P.S. 1303.1-A](#)
 24. [47 U.S.C. 254](#)
 25. Pol. 218 - Student Discipline
 26. Pol. 220 - Student Expression/Distribution and Posting of Materials
 27. Pol. 235 - Student Rights and Responsibilities
 28. Pol. 249 - Bullying/Cyberbullying
 29. Pol. 317.1 - Educator Misconduct
- Knight First Amendment Inst. at Columbia Univ. v. Trump, 928 F.3d 226 (2d Cir. 2019)
- Davison v. Randall, 912 F.3d 666 (4th Cir. 2019)
- Garcetti v. Ceballos, 547 U.S. 410 (2006)
- Mike Campbell v. Cheri Toalson Reish, 986 F.3d 822 (8th Cir. 2021)
- Pickering v. Board of Education, 391 U.S. 563 (1968)
- Connick v. Myers, 461 U.S. 138 (1983)
- Rankin v. McPherson, 483 U.S. 378 (1988)
- Pol. 801 - Public Records

Purpose

The purpose of this policy is to establish the process and standards for approval and operation of district-owned social media accounts, and to identify the differences between personally owned social media accounts and those maintained by the district.

Definitions

Social media - a category of Internet-based resources that integrate user-generated content and user participation to share information, ideas, personal messages and other content, including photos and videos. Social media includes social networks, which are online platforms where users can create profiles, share information and personal messages, and connect with others.

District-owned social media account - a social media account, regardless of platform, that is approved by the Board and operated by a designated district employee(s), and is designed to further the educational mission of the district by providing information to the school community and general public.

Personal social media account - a social media account, regardless of platform, that is attributed to and operated by an employee, individual school director or student for personal use and is not approved by the Board as an official communications channel of the district.

Designated public forum - created when a district-owned social media account is intentionally opened for use by the public as a place for expressive activity where members of the public may communicate, post or comment on information, subject to viewpoint neutral rules designated by the Board. In terms of social media, this would include the ability of public users to comment on or reply to social media posts, pictures, or videos.

Authority

The Board shall approve all official social media accounts created and/or maintained as district-owned accounts. [\[1\]](#)

Including social media accounts for individual schools within the district. All district-owned social media accounts shall display the official name and logo of the district.

The Board establishes that district-owned social media accounts may operate as a designated public forum, where the public may comment and interact with information posted by the district, subject to the Board's established rules.

The Board approves the following rules for public interaction with district-owned social media accounts and directs staff to post this information on the district website and all social media accounts:

The district encourages community members to respond to posts and share comments that are constructive and courteous toward the school community. Statements and opinions expressed by visitors to the account do not reflect the opinions of the district. Questions regarding information should be directed to the building principal or to the Superintendent's office for district-wide information. The district shall review comments and may remove comments which:

1. Are profane, vulgar, harmful to minors or obscene, in accordance with Board policy. [\[2\]](#)
2. Contain threats or contain personal attacks on individuals in the school community.
3. Promote, suggest or encourage illegal activity or incite violence.
4. Promote or endorse commercial products, services or businesses. [\[3\]](#)
5. Contain confidential information.
6. Contain false or libelous statements.

7. Contain hate speech directed at a protected class of individuals, in accordance with Board policy on discrimination and harassment.[4][5]
8. Are spamming in nature (same comment posted repeatedly).

Delegation of Responsibility

The Board designates the Director of Technology and Building Principals to oversee all district-owned social media accounts and serve as the primary contact person for district-owned social media accounts.

The Superintendent or designee shall notify students and staff about this policy through employee and student handbooks, posting on the district website and by other appropriate methods.

All district staff assigned to monitor and maintain district-owned social media accounts shall receive training on:

1. Regularly reviewing district-owned social media accounts, in coordination with the district's chief communications representative, to update, remove and/or correct information.[6]
2. Complying with confidentiality provisions of student and staff information, in accordance with applicable law, regulations and Board policy and administrative regulations.[7][8]
3. Monitoring content for confidentiality and intellectual property violations, documenting potential violations, and notifying appropriate district staff to consider further action.[7][8][9]
4. Monitoring content for web accessibility standards and responding to public requests for accommodations.[2][4][5]
5. Monitoring public comments and responding, where appropriate, with clarification or redirection to additional information.

The Board authorizes designated district staff maintaining district-owned social media accounts to remove individual posts or comments by public users that violate the established social media rules of this policy. The Board directs that review and consideration of posts or comments shall not discriminate on the basis of content or viewpoint, and staff must always be able to articulate the reason for removing a specific post, in accordance with Board policy. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions. Posts and comments may not be removed solely because they are critical of the district or district leadership, because they promote an unpopular opinion, or because of their viewpoint if the post or comment otherwise complies with the established social media rules.

Guidelines

Posting of Personally Identifiable Information

The Board authorizes posting of student images in photos or videos depicting the educational process or school-related events on district-owned social media accounts, unless the students' parents/guardians have opted out of sharing directory information under the Family Educational Rights and Privacy Act and Board policy.[7][8][10][11]

The Board prohibits posting of other personally identifiable information of students on district-owned social media accounts without the consent of the parent/guardian, in accordance with applicable law, regulations and Board policy and administrative regulations.[7][8]

The Board prohibits posting of staff images in photos or videos when a staff member has submitted a

request to the Superintendent or designee that their image not be posted publicly online.

Accessibility

The Board directs district staff who maintain district-owned social media accounts to post content that is accessible to individuals with disabilities, to the greatest extent possible based on the limitations of the platform. This shall include, but is not limited to:[4][5][12][13][14][15]

1. Including alternate text descriptions or captions for images.
2. Including captions for video content.
3. Avoiding text that is posted as an image.
4. Creating links and attachments in formats that are accessible to screen readers and other assistive technology.
5. Formatting text so that it is accessible to screen readers and other assistive technology.

All district-owned social media accounts shall contain clear contact information that may be used by members of the public to request accommodations or assistance.

Intellectual Property Rights

The illegal use of copyrighted, branded or trademarked materials or trade secrets is prohibited on district-owned social media accounts. All content shall be subject to copyright fair use guidelines and applicable laws, regulations and Board policy and administrative regulations.[9]

Connecting with Other Social Media Accounts

Content or information posted to district-owned social media accounts shall not be connected to other social media accounts through linking or tagging if the outside account is for a commercial application, product or service and the district or its employees would receive financial or other compensation as a result of the connection.

When an official Board-approved corporate sponsorship or partnership includes connecting with the sponsor on district-owned social media accounts through linking or tagging, such connections shall be addressed in accordance with the provisions of the approved contract or partnership.

District-owned social media accounts shall not be connected to social media accounts of individual students through linking or tagging.

District-owned social media accounts may be connected through linking or tagging to social media accounts of parent-teacher organizations, district-related booster organizations or similar school-related groups when the content or information has been reviewed and approved by the district's chief communications representative.

Personal Social Media Accounts

The district shall not authorize, endorse or participate in posting on private social media accounts of individual school directors or school employees.

School directors and employees are strongly encouraged to use privacy settings on social media accounts and to clearly identify that it is their personal social media account and that it does not officially represent the Board or district.

In accordance with Board policy establishing professional boundaries, school employees should only communicate with students through district-provided communication devices or platforms, and shall not follow, accept or make requests to connect or be friends with current students on personal social networking or social media platforms.[16]

The district respects employees' freedom of expression. The district does not actively monitor personal social media accounts of current school employees; however, the district reserves the right to address employees' job-related speech or employee speech posted on social media that has the potential to affect the district's operations. Speech that takes place off-site and on an employee's own time, including posting on personal social media accounts, may be addressed if the district establishes that the employee's expression infringed on the interests of the district in promoting the efficient and effective functioning and educational purpose of the district. If employee speech or expression would violate law or Board policy in a traditional forum, it is also prohibited in an online forum. When an employee speaks as a citizen on a matter of public concern, the district shall consult with the school solicitor in determining the appropriate course of action, in accordance with applicable law, regulations and Board policy.[17][18][19][20][21][22]

Student use of personal social media accounts shall be addressed in accordance with applicable Board policies and administrative regulations related to student conduct, expression and students' individual rights and responsibilities. In accordance with Board policy, the district shall provide education on network etiquette and appropriate online behavior for students, including interaction with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.[2][4][23][24][25][26][27][28]

Consequences

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with applicable law, regulations and Board policy and administrative regulations.[16][21][29]



Book	Board Policy Manual
Section	300 Employees
Title	Outside Activities
Code	319
Status	
Legal	1. 24 P.S. 510

Authority

The Board recognizes that administrative, professional and classified employees do have the right to private lives and associations with others outside of school. However, the Board has a responsibility to evaluate employees' effectiveness in discharging assigned duties and responsibilities.

Therefore, when nonschool activities directly impact upon an employee's effectiveness within the school district, the Board reserves the right to evaluate the effect of such activities on the individual's completion of responsibilities and assignments. [\[1\]](#)

The Board does not endorse, support, nor assume liability for any district staff member who conducts nonschool, outside activities in which district students or employees may participate.

Delegation of Responsibility

The Superintendent or designee shall disseminate this policy and administrative regulations so that employees may avoid situations in which personal interests, activities, and associations may conflict with the interests of the district.



Book	Board Policy Manual
Section	300 Employees
Title	Freedom of Speech in Nonschool Settings
Code	320
Status	
Legal	1. 24 P.S. 510

Authority

The Board acknowledges the right of administrative, professional and classified employees as citizens in a democratic society to speak out on issues of public concern. When those issues are related to the school district and its programs, however, the employee's freedom of expression must be balanced against the interests of this district.

The Board adopts this policy to clarify situations in which an employee's expression could conflict with the district's interests. [\[1\]](#)

In situations in which a district employee is not engaged in the performance of assigned duties, s/he shall:

1. Refrain from comments that would interfere with the maintenance of student discipline.
2. Refrain from making public statements about the district known to be false or made without regard for truth or accuracy.
3. Refrain from making threats against co-workers, supervisors or district officials.

.2400 Reach Road, PO Box 3609
Williamsport, PA 17701
Phone: (570) 323-8561
FAX: (570) 323-1738



33 Springbrook Drive
Canton, PA 17724
Phone: (570)673-6001
Fax: (570) 673-6007

Web address: <http://www.iu17.org>

BLaST Intermediate Unit 17 DaRTS Software Agreement

The background of this Agreement is as follows:

- I. This Software License Agreement is made and entered into as of the date of the last signature below by and between **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as “**BLaST**”), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724. and **Jersey Shore Area School District**, (referred to throughout this agreement as the “**Purchaser**”).
- II. **BLaST** Technology Group provides various technology services to numerous entities, primarily public school districts and entities.
- III. **Purchaser** desires to retain **BLaST** to provide certain technology services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, PURCHASER AND BLaST AGREE THAT:

1. **Effective Date.** The effective date of this Agreement shall be as set forth on Exhibit 1.
2. **Completion Date.** The completion date of this Agreement shall be as set forth on Exhibit 1.
3. **Description of Services.** **BLaST** shall provide **Purchaser** the services as set forth on Exhibit 1.
4. **Cost and Payment.** The cost for the services and the payment schedule shall be as set forth on Exhibit 1.
5. **Best Efforts.** **BLaST** shall use its best efforts to assure reliability and security of its services.

BLaST shall not be responsible for work delayed or invalidated because of technological problems, software problems, system failures, or similar problems beyond the control of **BLaST**.

6. **Additional Services.** **BLaST** shall not be obligated to provide to **Purchaser** any additional services unless otherwise set forth in a writing signed by both parties.

7. **Ownership.** All programs, systems, and special form designs, which may be made available by **BLaST** to **Purchaser** as a part of the services provided under this Agreement, shall remain the property of **BLaST** unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.

8. **Entire Written Agreement.** **BLaST** HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

9. **Entire Agreement.** This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.

10. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.

11. **Alteration of Agreement.** No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.

12. **Severability.** If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.

13. **Notices.** All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.

14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

15. **Survival of Agreement.** This Agreement shall be binding on the successors and assigns of both parties.

17. **Captions.** The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.

18. **Nondisclosure:** Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

Purchaser shall not disclose to third parties the rates, terms, or conditions of this Agreement or any proprietary or confidential information of the Purchaser, except as necessary for the operation of Purchaser's business and under non-disclosure agreement between Purchaser and third parties, or as required by law.

Such information shall also include (without limitation) the following information of Purchaser and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Purchaser's operations, contacts, business plans, products and services, and any document or information containing information, data or records relating to any student, his/her education and/or his/her identity.

IN WITNESS WHEREOF, the parties have set their hands and seals on the dates indicated.

Jon Paulhamus
Director of Technology

Dr. Christina Steinbacher-Reed
Executive Director

PRINT NAME ABOVE

PRINT NAME ABOVE

Date: _____

Date: _____

WITNESS:

DISTRICT:

Benjamin J. Enders
Business Manager/Board Secretary

Craig Allen
Board President

PRINT NAME ABOVE

PRINT NAME ABOVE

Date: _____

EXHIBIT - 1

Specification for DaRTS Software Services to be provided: 2021 - 2022 Fiscal Year.

Scope: The BLaST IU17 Technology Division shall provide **Jersey Shore Area School District** with secured access to the DaRTS application servers running in BLaST's data center.

License Costs: *(Please select all that apply)*

Application Use

Penn Data, IEP, Child Accounting, Services Rendered / ACCESS Module

\$2,500 per year for the base package and \$175.00 per teacher per year.

- **Please fill in:** 30 # of teachers/users
(Does not include PennData Clerk and Special Education Director)

Initial deployment includes 8 hours of training that may be split into 2 sessions.

Customized software development, reports and data exports \$110.00 per hour.

E-Signature Module

\$500 per year for E-Signature module access and \$2.00 per document requesting signatures.

- There are no limitations on the number of electronic signatures requested per document.
- E-Signature totals are tracked and billed at the end of each month.

Additional Training Costs(if needed can be charged at a later date):

\$950.00 per day (2 presenters) plus travel expenses

Effective date: July 1, 2021

Completion date: June 30, 2022

* Alterations to this contract shall be agreed upon in writing by both parties.