

**Jersey Shore Area School District**  
Board of Education – Regular Meeting  
Minutes of September 13, 2021

**A. Opening**

**1. Call to Order:** Mr. Craig Allen, President, called the meeting to order at 7:11 p.m.

**2. Roll Call:**

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

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

**3. Pledge of Allegiance**

**Motion:** A motion was made by Angela Grant and seconded by Mary Thomas to approve the extension of the Courtesy of the Floor on Agenda items to 90 minutes to accommodate those that signed up to speak.

The vote was a unanimous Yes. Motion carried.

**B. Presentations**

**1. Communications:**

a. Dr. Ulmer wanted to clarify his position as Public Information Officer for the district, this designation is included in his contract, therefore he responded to a lot of questions posed to him and the board in the past week. This does not mean the board did not have an opinion but his job was to communicate on behalf of the Board to the public.

**2. President's Report:**

- a. An executive session was held on August 23, 2021 after the adjournment of the board meeting , for legal and student safety, no business was conducted afterwards.
- b. An executive session was held on September 8, 2021 at 4:00 to 5:30 p.m. for legal issues.
- c. An executive session was held at 6:00 p.m. prior to the meeting for legal, personnel and safety issues.

**3. Intermediate Unit Report:** None

**4. Superintendent's Report:**

- a. Guaranteed Energy Savings Proposals - Brian Ulmer
- b. Updated Board Policies: (Attachments)
  - Policy 314.1 - HIV Infection
  - Policy 321 - Political Activities
  - Policy 006 - Meetings
  - Policy 333 -Professional Development
  - Policy 335 - Family and Medical Leaves
- c. Presentation on Mask Mandate questions - Brian Ulmer and Chris Kenyon

### C. Courtesy of the Floor on Agenda Items:

Blaine Barton-Nippenose Twp. - commented on masks.  
Don Peters-Cummings Twp. - commented on laws regarding the mask order.  
Ariel Heivly-Avis Boro. - commented on masking.  
Dennis Sullivan-Bastress Twp. - commented on mandatory masking.  
Sharon Sullivan-Bastress Twp. - commented on mask wearing in children.  
Tyra Lorson-Bastress Twp. - commented on mask wearing.  
AnnMarie Pfirman-Watson Twp. - commented on mask order.  
Bill Pfirman-Watson Twp. - commented on virus and mask mandate.  
Tiffany Sullivan-Bastress Twp. - commented on masks.  
Wendy Moyer-Porter Twp. - commented on masks and medical issues.  
Clay Hawkins-McHenry Twp. - commented on improper wearing of masks.  
Michael Weaver-Mifflin Twp. - commented on COVID and mask wearing.  
Christina Pivei-Mifflin Twp. - commented on mask and care of masks.  
Jessie Edwards-Piatt Twp. - commented on mask wearing and socialization for students.  
Wendy Eckard-Bastress Twp. - commented on mask wearing and COVID.  
Nathan Paulhamus-Limestone Twp. - commented on mask wearing and parents rights.  
Carly Carothers-Avis Boro - commented on mask wearing and parents responsibility for their student.  
Rebekah Waltz-Anthony Twp. - commented on mask mandate and the DA's stanch.  
Brandi Carothers-Porter Twp. - commented on mask not protection from COVID.  
Nathaniel King-commented on case counts in our area and mask mandate.  
Jack Fetzer-commented on freedom of choice regarding mask wearing.  
Shannon Gottschall-JS Boro – commented on toll mask wearing is taking on her children.  
Abe Passetti-Pine Creek Twp. - commented on Penn State game and no masks in stadium but in Penn State buildings.  
Brooke Wright-Anthony Twp. - commented on mask wearing and student health.  
Raye Bierly-Piatt Twp. - commented on the board not supporting the injunction.  
Thomas Knepp-JS Boro - commented paying taxes and masks not doing anything.  
Dusty Green-commented government overpowering the board and need to stand up.  
Christy Francis-JS Boro - commented on scientific studies and mask mandate.  
Stephanie Borowicz-State Representative – commented on mask mandate.

### 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. accepting a letter of resignation from Mindy Gunn, Middle School Head Cross Country coach, effective September 1, 2021.
- b. appointment of Matthew Hartman as Middle School Head Cross Country coach, at a stipend of \$2361.00, (level 5 of the coaches' salary matrix), effective September 14, 2021.
- c. accepting a letter of resignation from Chris Lorson, Head Middle School Softball coach, effective September 13, 2021.
- d. appointment of Brett Herbst as Head Middle School Softball Coach, at a stipend of \$2640.00, (level 5 of the coaches' salary matrix), effective September 14, 2021.
- e. the following as volunteer softball coaches effective the 2021-2022 season:

Amber Frey  
Joseph Miller

- f. appointment of Bernice Hale as Assistant Middle School Cheer coach, at a stipend of \$1539.00, (level 3 of the coaches' salary matrix), effective September 14, 2021.
- g. an employment contract between Reed Mellinger and Jersey Shore Area School District, regarding an extracurricular exception requirement per the Public School Employees' Retirement Code, effective September 14, 2021.
- h. appointment of Jessica Lowe as a part time (5 hour per day) Paraprofessional at Jersey Shore Area Elementary School, \$9.42 an hour, effective September 14, 2021.
- i. appointment of Alexius Reighard as a part time Food Service substitute at \$9.00 per hour, effective September 14, 2021.
- j. appointment of Holly Lehman as a fulltime Paraprofessional at the Middle School, effective September 14, 2021, annual salary of \$17,359.00, prorated for the 2021-2022 school year.
- k. Kyle Theil as a bus driver with Susquehanna Transit Co.
- l. Kathryn Bilby as a bus aide with Susquehanna Transit Co.
- m. appointment of, Abbie Allison, as Salladasburg Elementary 10 month Secretary, effective upon receipt of updated clearance, annual salary of \$32,264.00, prorated for the 2021-2022 school year.
- n. appointment of Michelle Matter to a part time Food Service position at Salladasburg Elementary, \$10.35 per hour, effective September 14, 2021.
- o. revised job description for Building and Grounds Secretary. (Attachment)
- p. adjustment of the Building and Grounds Secretary position to a level 3 secretary, at a salary of \$38,239 in accordance with the 2021-2022 non contractual pay rates effective July 1, 2021. effective July 1, 2021 through June 30, 2025. (Attachment)

The vote was a unanimous Yes. Motion carried.

**E. Curriculum and Instruction:** None

**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 the following Finance items as listed on the Agenda:

- a. a contract between ESI Employee Assistance Group and Jersey Shore Area School District, September 1, 2021 through August 31, 2022, for an Employee Assistance Program, to be paid through ARP-ESSER funds. (Attachment)
- b. a Web Application Services Agreement between Eduready360, LLC and Jersey Shore Area School District for CTE-360 program effective August 31, 2021, to be paid through ESSER funds. (Attachment)

The vote was a unanimous Yes. Motion carried.

## **H. Miscellaneous:**

### **Miscellaneous Items:**

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

- a. renewal of the Jersey Shore Area School District Pre K Counts Partnership Agreement with All Things Bright and Beautiful Day Care for the 2021-2022 school year. (Attachment)
- b. renewal of the Jersey Shore Area School District Pre K Counts Partnership Agreement with Your Guardian Angel Preschool and Childcare for the 2021-2022 school year. (Attachment)
- c. Resolved that the Jersey Shore Area School District will support the injunction challenging the school mask mandate.

The vote was a unanimous Yes. Motion carried.

## **I. Old Business:** None

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

Jesse Edwards- Piatt Twp. - commented on masks and depression.

Ann Marie Pfirman-Watson Twp. – commented on Health and Safety Plan and Mask mandated.

Tom Knepp-JS Boro - commented on bullying and harassment.

**K. Executive Session:** An Executive Session was held beginning at 9:10 p.m. for security matters after which no business was conducted.

The meeting resumed at 10:14 p.m.

## **L. Adjournment**

The September 13, 2021 Regular Board Meeting was adjourned at 10:15 p.m.

Respectfully submitted,

Benjamin J. Enders  
Board Secretary

Questions for Board Presentation  
9.13.21

1. How is this mandate done under the law?
  - a. the Governor cited the Disease Prevention and Control Law of 1955. The full text can be read here - [School Code](#). The relevant section states: “c) If the secretary finds that the disease control program carried out by any local board or department of health is so inadequate that it constitutes a menace to the health of the people within or without the municipalities served by the local board or department of health, he may appoint agents of the department to supervise or to carry out the disease control program of the particular local board or department of health until he determines that the menace to the health of the people no longer exists and that the local board or department of health is able to carry out an adequate disease control program. The secretary shall require that any reasonable expenses incident to the administration of a local disease control program under this subsection, which are incurred by the department, shall be paid to the State by the local board or department of health or by the municipalities or counties which it serves.”
2. Why can this be done without an emergency declaration?
  - a. This is being done under an existing law that gives this power to the Sec. of Health. This is not a Governor’s order that requires an emergency declaration.
3. What is considered “an outbreak” in the law?
  - a. This is something that will need to be decided by the court during an injunction. It is not defined in law.
4. I thought that the governor wasn’t allowed to make orders for longer than 21 days.
  - a. This is being done under an existing law that gives this power to the Sec. of Health. This is not a Governor’s order that requires an emergency declaration.
5. Why can the board not vote to override it? What will happen to the board?
  - a. The Secretary of Education has issued a warning to the board of directors of a school district that chose to not comply with the Department of Health Order on face coverings. As I understand it, this is the first warning issued to date and I suspect that this warning is likely to be replicated for other districts that willingly choose to violate the face covering Order.

The following warnings/notices are likely to be issued to other school boards that do not comply with the Order :

Failure to implement and follow the control measures under the Order subjects each board member to the penalty provisions of the Disease Prevention and Control Law of 1955. A violation occurs each day that the Order is not enforced

and each board member may be charged a financial penalty for each student or staff member attending the school.

Failure to implement and follow the control measures under the Order exposes each board member to personal liability under 42 Pa.C.S. §8550 (relating to willful misconduct), as well as other remedies and actions as provided by law. PDE is serving notice to each board member that failure to comply with the mask order is a violation of law. A knowing violation may be used by a plaintiff to establish personal liability in a negligence action per 42 Pa.C.S. § 8550.

Each board member may face lawsuits from those who may be affected by noncompliance with the Order, including children who may become ill as a result of the district's violation, or disabled children who are unable to attend school because of the district's failure to follow the order.

Each board member may bear potential liability with no indemnification or protection.

School districts' liability insurers are exploring cancelling coverage as a result of those districts' possible illegal conduct and potential purposeful violations of law.

School districts' violations of law may negatively affect workers' compensation claims coverage and premium calculations.

Districts that do not comply with or elect to violate the law may be referred to the United States Department of Education's Office for Civil Rights for investigation. In particular, failure to comply with the Order may prevent immunocompromised and other susceptible students from attending class in violation of the IDEA, ADA, and Rehabilitation Act.

Employees who report non-compliance may be entitled to protection under the state whistleblower law.

6. Why can't I exempt my own child?

- a. This Order is not a mask optional policy. Any school entity simply permitting a parent's sign-off without evidence that the student has a medical or mental health condition or disability that precludes the wearing of a face covering is not in compliance with the Order. Under the Order, and as set forth in [PDE's Answers to FAQs](#), school entities must require all individuals, two years of age and older, to wear face coverings unless the individual has a medical or mental health condition or disability that precludes the wearing of a face covering. In accordance with Section 3 of the Order, before an individual is excepted from the Order, all alternatives to a face covering, including a face shield, are to be

exhausted. It is recommended that any exception be in accordance with eligibility under Section 504 of the Rehabilitation Act or IDEA for such medical or mental health condition or disability. School entities should follow their established processes for determining student eligibility under those laws, including any medical documentation that they would normally require. There are exceptions to the Order; however, a parent's opposition to the Order is not one of them.

7. What liability would the board/Superintendent have?
  - a. Failure to implement and follow the control measures under the Order subjects each board member to the penalty provisions of the Disease Prevention and Control Law of 1955. A violation occurs each day that the Order is not enforced and each board member may be charged a financial penalty for each student or staff member attending the school.
  - b. Failure to implement and follow the control measures under the Order exposes each board member to personal liability under 42 Pa.C.S. §8550 (relating to willful misconduct), as well as other remedies and actions as provided by law. PDE is serving notice to each board member that failure to comply with the mask order is a violation of law. A knowing violation may be used by a plaintiff to establish personal liability in a negligence action per 42 Pa.C.S. § 8550.
  - c. Each board member may face lawsuits from those who may be affected by noncompliance with the Order, including children who may become ill as a result of the district's violation, or disabled children who are unable to attend school because of the district's failure to follow the order.
  - d. Failure to implement and follow the control measures under the Order exposes each board member to personal liability under 42 Pa.C.S. §8550 (relating to willful misconduct), as well as other remedies and actions as provided by law. PDE is serving notice to each board member that failure to comply with the mask order is a violation of law. A knowing violation may be used by a plaintiff to establish personal liability in a negligence action per 42 Pa.C.S. § 8550.
8. Why are we requiring medical documentation?
  - a. It is recommended that any exception be in accordance with eligibility under Section 504 of the Rehabilitation Act or IDEA for such medical or mental health condition or disability. School entities should follow their established processes for determining student eligibility under those laws, including any medical documentation that they would normally require. This language says recommended by PDE but this is required under federal law.
  - b. Per PDE "This Order is not a mask optional policy. Any school entity simply permitting a parent's sign-off without evidence that the student has a medical or mental health condition or disability that precludes the wearing of a face covering is not in compliance with the Order. Under the Order, and as set forth in [PDE's Answers to FAQs](#), school entities must require all individuals, two years of age and older, to wear face coverings unless the individual has a medical or

mental health condition or disability that precludes the wearing of a face covering. In accordance with Section 3 of the Order, before an individual is excepted from the Order, all alternatives to a face covering, including a face shield, are to be exhausted. It is recommended that any exception be in accordance with eligibility under Section 504 of the Rehabilitation Act or IDEA for such medical or mental health condition or disability. School entities should follow their established processes for determining student eligibility under those laws, including any medical documentation that they would normally require. There are exceptions to the Order; however, a parent's opposition to the Order is not one of them."

9. Is moving kids who aren't wearing masks segregation?
  - a. No. Guidance from PDE requires us to seat students 3 or 6 feet apart in classrooms when they are not wearing masks.
10. What can the legislators do?
  - a. Changing the law would require enough legislators to override any Governor's veto.
  - b. The PA General Assembly cannot sue another state entity.
  - c. A constitutional amendment like the last one would take months.





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

## Legal

1. [24 P.S. 407](#)
2. [65 Pa. C.S.A. 701 et seq](#)
3. [24 P.S. 422](#)
4. [24 P.S. 405](#)
5. [24 P.S. 426](#)
6. [24 P.S. 427](#)
7. [24 P.S. 428](#)
8. [65 Pa. C.S.A. 703](#)
9. [65 Pa. C.S.A. 709](#)
10. [24 P.S. 423](#)
11. [65 Pa. C.S.A. 712.1](#)
12. [Pol. 903 - Public Participation in Board Meetings](#)
13. [65 Pa. C.S.A. 707](#)
14. [24 P.S. 421](#)
15. [24 P.S. 425](#)
16. [24 P.S. 324](#)
17. [24 P.S. 508](#)
18. [24 P.S. 609](#)
19. [24 P.S. 687](#)
20. [24 P.S. 707](#)
21. [24 P.S. 671](#)
22. [24 P.S. 634](#)
23. [24 P.S. 1129](#)
24. [24 P.S. 640](#)
25. [24 P.S. 803](#)
26. [Pol. 108 - Adoption of Textbooks](#)
27. [24 P.S. 1071](#)
28. [24 P.S. 1076](#)
29. [Pol. 604 - Budget Adoption](#)
30. [Pol. 005 - Organization](#)
31. [Pol. 606 - Tax Collection](#)
32. [Pol. 605 - Tax Levy](#)
33. [Pol. 107 - Adoption of Planned Instruction](#)
34. [24 P.S. 621](#)
35. [Pol. 608 - Bank Accounts](#)
36. [Pol. 610 - Purchases Subject to Bid/Quotation](#)
37. [24 P.S. 1080](#)
38. [24 P.S. 514](#)
39. [24 P.S. 702](#)
40. [24 P.S. 708](#)
- ...

- [46. 65 Pa. C.S.A. 1102](#)
- [47. 65 Pa. C.S.A. 1103](#)
- 48. Pol. 827 - Conflict of Interest
- [49. 24 P.S. 1111](#)
- [50. 24 P.S. 518](#)
- [51. 65 Pa. C.S.A. 706](#)
- [52. 65 Pa. C.S.A. 705](#)
- [53. 24 P.S. 433](#)
- 54. Pol. 800 - Records Management
- 55. Pol. 801 - Public Records
- 56. Pol. 006 - Meetings
- [57. 65 Pa. C.S.A. 708](#)
- [24 P.S. 408](#)
- [24 P.S. 1075](#)
- [24 P.S. 1077](#)
- [65 Pa. C.S.A. 1101 et seq](#)
- Pol. 612 - Purchases Not Budgeted

### **Parliamentary Authority**

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

### **Quorum**

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

### **Presiding Officer**

The President shall preside at all Board meetings. In the absence, disability or disqualification of the President, the Vice-President shall act instead. If neither person is present, a school director shall be elected President pro tempore by a majority of those present and voting to preside at that meeting only. Where no such majority is achieved on the first vote, a second vote shall be cast for the two (2) candidates who received the greatest number of votes. [\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

### **Meeting Notifications**

Notice of all open Board meetings, including committee meetings and work sessions, shall be given by publication of the date, place, and time of such meetings in the newspaper(s) of general

circulation designated by the Board and posting of such notice at the administrative offices of the Board.[\[8\]](#)[\[9\]](#)

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

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

### **Agenda Notifications**

The agenda, together with all relevant reports, shall be provided to each school director at least two (2) days before the meeting.

**The district shall publicly post the agenda for all open meetings of the Board or Board committees at which deliberation or official action may take place no later than twenty-four (24) hours prior to the time of the meeting, as follows:[\[9\]](#)**

1. **On the district's website.**
2. **At the location of the meeting.**
3. **At the district's administrative office.**

**The posted agenda shall list each matter of agency business that will or may be the subject of deliberation or official action at the meeting.[\[9\]](#)**

### **Agenda Preparation**

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

### **Order of Business**

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

*Opening*

Call to Order

Roll Call

Pledge of Allegiance

*Approvals*

Minutes

Treasurer's Report

Bills

*Communications*

*Presentations*

President's Report

Intermediate Unit Report

Superintendent's Report

*Courtesy of the Floor on Agenda Items*

*Personnel*

*Curriculum & Instruction*

*Building and Grounds*

*Finance*

*Miscellaneous Items*

*Old Business*

*Courtesy of the Floor on Items Not on the Agenda*

*Adjournment*

The order of business for other special meetings shall be determined according to the stated purpose of the special meeting.

**Additions to the Agenda**

**The Board may deliberate or take official action on matters not included in a posted agenda only under the following circumstances:[11]**

***Emergencies* – The matter of business relates to a real or potential emergency involving a clear and present danger to life or property.[8][11]**

***Business Arising Within Twenty-Four (24) Hours Prior to the Meeting* – The matter of business has arisen within twenty-four (24) hours prior to the meeting, is de minimis (minor) in nature, and does not involve the expenditure of funds or entering into a contract or agreement.[11]**

***Business Raised by Residents or Taxpayers During the Meeting* – When a matter of Board business is raised by a resident or taxpayer during a meeting:[11][12]**

1. **The Board may take official action to refer the matter to staff, if applicable, to conduct research and include on a future Board meeting agenda; or**
2. **If the matter is de minimis (minor) in nature and does not involve the expenditure of funds or entering into a contract or agreement, the Board may take official action on the matter.**

**Majority Vote** – During a meeting, the Board may add a matter of business to the posted agenda by a majority vote of the school directors present and voting. The reason for adding an item to the posted agenda must be announced at the meeting before conducting the vote. Once announced and approved by majority vote, the Board may take official action on the item of business. The agenda shall be amended to reflect the new item of business and the amended agenda shall be posted to the district's website and at the administrative office no later than the first business day following the meeting at which the agenda was amended. The unanimous consent procedure may not be used in place of majority vote for this purpose.[\[11\]](#)

**The public posting of agenda requirements and rules for adding items to a posted agenda apply to both regular and special open meetings of the Board. These requirements and rules do not apply to:**[\[9\]](#)[\[11\]](#)[\[13\]](#)

1. **Conference sessions.**
2. **Executive sessions.**

### **Regular Meetings**

Regular Board meetings shall be **open** and shall be held at specified places at least once every two (2) months.[\[2\]](#)[\[14\]](#)

### **Special Meetings**

Special meetings may be called for special or general purposes and shall be **open** except when conducted as an executive session for purposes authorized by law.[\[2\]](#)[\[5\]](#)[\[10\]](#)[\[15\]](#)

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

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

### **Public Participation**

At each **open** Board meeting, prior to official action by the Board, an opportunity shall be provided for public comment in accordance with law and Board procedures and policy.[\[2\]](#)[\[12\]](#)

### **Voting**

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

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

*Special Voting Requirements –*

*\*Indicates actions for which the minutes also must reflect how each school director voted.*

1. Actions requiring the unanimous affirmative vote of all members of the Board remaining in office:
  - a. Appoint as Board Secretary a former school director who has resigned, before the expiration of the term for which the member was elected.\*[\[16\]](#)[\[17\]](#)
  - b. Appoint as solicitor a former school director who has resigned, before the expiration of the term for which the director was elected.\*[\[16\]](#)[\[17\]](#)
2. Actions requiring the affirmative votes of two-thirds of the full membership of the Board:
  - a. Transferring, during the first three (3) months of the fiscal year, budgeted funds set apart or appropriated to a particular item of expenditure.\*[\[17\]](#)[\[18\]](#)[\[19\]](#)
  - b. Adding or increasing appropriations to meet an emergency or catastrophe.\*[\[17\]](#)[\[19\]](#)
  - c. Hiring as a teacher a former school director who has resigned, before the expiration of the term for which the director was elected.\*[\[16\]](#)[\[17\]](#)
  - d. Conveying land or buildings to certain charities or other public agencies without following prescribed valuation procedures or with more favorable financing.\*[\[17\]](#)[\[20\]](#)
  - e. Incurring temporary debt (non-emergency).\*[\[19\]](#)[\[22\]](#)
  - f. Dismissing a tenured professional employee after a hearing.\*[\[17\]](#)[\[23\]](#)
  - g. Borrowing in anticipation of current revenue.\*[\[17\]](#)[\[24\]](#)
3. Actions requiring the affirmative votes of two-thirds of those voting in the presence of a quorum:
  - a. Incurring temporary debt to meet an emergency or catastrophe.\*[\[17\]](#)[\[19\]](#)
  - b. Adopting or changing textbooks without the recommendation of the Superintendent.\*[\[17\]](#)[\[25\]](#)
4. Actions requiring the affirmative votes of a majority of the full membership of the Board:
  - a. Fixing the length of the school term.\*[\[17\]](#)
  - b. Adopting textbooks recommended by the Superintendent.\*[\[17\]](#)[\[26\]](#)
  - c. Appointing the district Superintendent and Assistant Superintendent(s).\*[\[17\]](#)[\[27\]](#)[\[28\]](#)
  - d. Appointing teachers and principals.\*[\[17\]](#)
  - e. Adopting the annual budget.\*[\[17\]](#)[\[29\]](#)
  - f. Appointing tax collectors and other appointees.\*[\[17\]](#)[\[30\]](#)[\[31\]](#)
  - g. Levying and assessing taxes.\*[\[17\]](#)[\[32\]](#)
  - h. Purchasing, selling, or condemning land.\*[\[17\]](#)
  - i. Locating new buildings or changing the location of old ones.\*[\[17\]](#)
  - j. Creating or increasing any indebtedness.\*[\[17\]](#)
  - k. Adopting planned instruction.[\[17\]](#)[\[33\]](#)

- l. Establishing additional schools or departments.\*[\[17\]](#)
- m. Designating depositories for school funds.\*[\[17\]](#)[\[34\]](#)[\[35\]](#)
- n. Authorizing the transfer of any unencumbered balance, or portion thereof, from one appropriation to another, or from one spending agency to another during the last nine (9) months of the fiscal year.\*[\[17\]](#)[\[19\]](#)
- o. Entering into contracts of any kind, including contracts for the purchase of fuel or any supplies where the amount involved exceeds \$100 (including items subject to bid requirements).\*[\[17\]](#)[\[36\]](#)
- p. Fixing salaries or compensation of officers, teachers, or other appointees of the Board.\*[\[17\]](#)
- q. Entering into contracts with and making appropriations to the intermediate unit for the district's proportionate share of the cost of services provided or to be provided by the intermediate unit.\*[\[17\]](#)
- r. Dismissing, after a hearing, a Superintendent, Assistant Superintendent or non-tenured teacher.\*[\[17\]](#)[\[37\]](#)[\[38\]](#)
- s. Determining the location and amount of any real estate required by the school district for school purposes.\*[\[17\]](#)[\[39\]](#)
- t. Vacating and abandoning property to which the Board has title.\*[\[17\]](#)[\[40\]](#)
- u. Appointing a school director to fill a vacancy on the Board.\*[\[17\]](#)[\[41\]](#)
- v. Calling a special meeting when the President has failed to do so after written request of three (3) members of the Board.[\[5\]](#)
- w. Declaring that a vacancy exists on the Board by reason of the failure or neglect of a school director to qualify.[\[42\]](#)
- x. Adopting, amending or repealing Board procedures and policy.[\[43\]](#)
- y. Combining or reorganizing into a larger school district.[\[44\]](#)
- z. Adopting a corporate seal for the district.[\[45\]](#)

### **Abstention from Voting**

A school director shall be required to abstain from voting when the issue involves either one of the following:

1. Conflict of interest under the Ethics Act.[\[46\]](#)[\[47\]](#)[\[48\]](#)

Prior to the vote being taken, the school director shall verbally disclose the nature of the conflict in public, and shall also provide the Board Secretary with a written memorandum stating the nature of the conflict, which shall be attached to the Board minutes as a public record.

**Conflict of interest** - use by a public official of the authority of **their** office or any confidential information received **through** holding public office for the private pecuniary benefit of **the public official**, a member of **their** immediate family or a business with which **the public official** or a member of **their** immediate family is associated. The term does not include an action having a de minimis economic impact or which affects to the same degree a class consisting of the general public or a subclass consisting of an industry, occupation or other



group which includes the public official, a member of **their** immediate family or a business with which **the public official** or a member of **their** immediate family is associated. [\[46\]](#)

**De minimis economic impact** – an economic consequence which has an insignificant effect. [\[46\]](#)

**Immediate family** – parent, spouse, child, brother or sister. [\[46\]](#)

**Business with which associated** – any business in which the person or a member of the person's immediate family is a director, officer, owner, employee or has a financial interest. [\[46\]](#)

2. Relative recommended for appointment to or dismissal from a teaching position. [\[23\]](#)[\[49\]](#)

**Relative** – father, mother, brother, sister, husband, wife, son, daughter, stepson, stepdaughter, grandchild, nephew, niece, first cousin, sister-in-law, brother-in-law, uncle, or aunt.

The Board is encouraged to seek the guidance of the district solicitor or the State Ethics Commission for questions related to conflict of interest. [\[47\]](#)[\[48\]](#)

## **Minutes**

The Board shall cause to be made, and shall retain as a permanent record of the district, minutes of all **open** Board meetings. Said minutes shall be comprehensible and complete and shall show: [\[50\]](#)[\[51\]](#)

1. Date, place, and time of the meeting.
2. Names of school directors present.
3. Presiding officer.
4. Substance of all official actions.
5. Actions taken.
6. Recorded votes and a record by individual members of all roll call votes taken. [\[52\]](#)
7. Names of all residents who appeared officially and the subject of their testimony.
8. **Any matter added to a posted agenda, including the substance of the matter, the announced reason and the recorded vote, where applicable.** [\[9\]](#)[\[11\]](#)

The Board Secretary shall provide each school director with a copy of the minutes of the last meeting prior to the next regular meeting. [\[1\]](#)

The minutes of Board meetings shall be approved at the next succeeding meeting and signed by the Board Secretary. [\[53\]](#)

Notations and any tape or audiovisual recordings shall not be the official record of an **open** Board meeting but may be available for public access, upon request, in accordance with Board policy. Any notations and/or audiovisual recordings of a Board meeting shall be retained and disposed of in accordance with the district's records retention schedule. [\[1\]](#)[\[54\]](#)[\[55\]](#)

## **Recess/Reconvene**

The Board may at any time recess or reconvene to a reconvened meeting at a specified date and place, upon the majority vote of those present. The reconvened meeting shall immediately take up its business at the point in the agenda where the motion to recess was acted upon. Notice of the reconvened meeting shall be given as provided in Board policy. [\[8\]](#)[\[9\]](#)[\[56\]](#)

## **Executive Session**

The Board may hold an executive session, which is not an open meeting, before; during; at the conclusion of an **open** meeting; or at some other time. The presiding officer shall announce the reason for holding the executive session; the announcement can be made at the **open** meeting prior to or after the executive session. [\[13\]](#)[\[15\]](#)[\[57\]](#)

The Board may discuss the following matters in executive session:

1. Employment issues.
2. Labor relations.
3. Purchase or lease of real estate.
4. Consultation with an attorney or other professional advisor regarding potential litigation or identifiable complaints that may lead to litigation.
5. Matters that must be conducted in private to protect a lawful privilege or confidentiality.
6. School safety and security, of a nature that if conducted in public, would: [\[15\]](#)
  - a. Be reasonably likely to impair the effectiveness of school safety measures.
  - b. Create a reasonable likelihood of jeopardizing the safety or security of an individual or a school, including a building, public utility, resource, infrastructure, facility or information storage system.

Official actions based on discussions held in executive session shall be taken at an **open** meeting.

## **Work Sessions**

The Board may meet as a Committee of the Whole in an **open** meeting to vote on or to discuss issues. Public notice of such meetings shall be made in accordance with Board procedures. [\[2\]](#)[\[56\]](#)

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

The Board Secretary shall provide notice of a meeting of the Committee of the Whole in accordance with Board procedures. [\[8\]](#)[\[9\]](#)[\[56\]](#)

## **Committee Meetings**

Standing committee meetings may be called at any time by the committee chairperson, with proper public notice, or when requested to do so by members of the committee. [\[8\]](#)[\[9\]](#)[\[56\]](#)

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

Unless held as an executive session, standing committee meetings shall be open to the public, other school directors, and the Superintendent. [\[2\]](#)

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



Book	Board Policy Manual
Section	300 Employees
Title	HIV Infection
Code	314.1
Status	
Legal	<a href="#">1. 35 P.S. 7603</a> <a href="#">2. 24 P.S. 510</a> 3. Pol. 334- Sick Leave 4. Pol. 335 - Family and Medical Leave 5. Pol. 339 - Uncompensated Leave 6. Pol. 348 - Unlawful Harassment 7. Pol. 104 - Discrimination/Title IX Sexual Harassment Affecting Staff <a href="#">8. 35 P.S. 7607</a> <a href="#">35 P.S. 7601 et seq</a>

## **Purpose**

The Board is committed to providing a safe, healthy environment for its students and employees and adopts this policy to safeguard the health and well-being of students and employees while protecting the rights of the individual. This policy shall apply to all **administrative, professional and classified staff employed** by the district.

## **Definitions**

AIDS - Acquired Immune Deficiency Syndrome. [\[1\]](#)

HIV Infection - refers to the disease caused by the HIV or human immunodeficiency virus.

Infected employee - refers to **district** employees diagnosed as having the HIV virus, including those who are asymptomatic.

## **Authority**

The Board directs that the established **Board** policies and procedures **and administrative regulations** relative to illnesses among **district** employees shall also apply to infected employees. [\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

The Board shall not require routine screening tests for HIV Infection in the school setting, nor will such tests be a condition for employment.

## **Delegation of Responsibility**

The Superintendent or designee shall be responsible for **developing and** releasing information concerning infected employees.

All district employees shall maintain a respectful working climate and shall not participate in physical or verbal harassment of any individual or group, including infected employees.[6]

Building principals shall notify district employees, students and parents/guardians about current Board policies concerning HIV Infection and shall provide reasonable opportunities to discuss the policy and related concerns.

Infected employees whose employment is interrupted or terminated shall be entitled to available medical leave and medical disability benefits. Such employees shall be informed by the appropriate administrator of benefits, leave, and alternatives available to them through state and federal laws, **Board** policies, collective bargaining agreements, **individual contracts** and the retirement system. [7][3][4][5]

## **Guidelines**

### Confidentiality

District employees with knowledge of an infected employee's condition shall not disclose that information without prior written consent of the employee, consistent with the requirements of the Pennsylvania Confidentiality of HIV-Related Information Act. [8]

### Infection Control

Universal precautions shall be followed for exposure to bodily fluids. Employees shall treat all body fluids as hazardous and follow universal precautions.

The school district shall maintain reasonably accessible equipment and supplies necessary for infection control.

Employees shall notify the school nurse of all incidents of exposure to bodily fluids.

### Staff Development

The district shall provide opportunities for employees to participate in **inservice** education **on HIV Infection**.

Designated district employees **may** receive additional, specialized training appropriate to their positions and responsibilities.



Book	Board Policy Manual
Section	300 Employees
Title	Political Activities
Code	321
Status	
Legal	<a href="#">1. 24 P.S. 510</a>

### **Authority**

The Board recognizes and encourages the right of **administrative, professional and classified employees**, as citizens, to engage in political activity. However, district time, **resources**, property **or equipment**, paid for by taxpayers, may not be used for political purposes **by district employees** when performing assigned duties.

Employees shall not engage in political activities during assigned work hours on property under the jurisdiction of the Board.[\[1\]](#)

The following situations are exempt from the provisions of this policy:

1. Discussion and study of politics and political issues when applicable to the curriculum and appropriate to classroom studies.
2. Conduct of student elections and connected campaigning.
3. Conduct of employee representative elections.



Book	Board Policy Manual
Section	300 Employees
Title	Professional Development
Code	333
Status	
Legal	<ul style="list-style-type: none"><li>1. 24 P.S. 517</li><li>2. 24 P.S. 1205.1</li><li>3. 24 P.S. 1205.2</li><li>4. 24 P.S. 1144</li><li>5. 24 P.S. 1151</li><li>6. 22 PA Code 4.13</li><li>7. 22 PA Code 49.16</li><li>8. Pol. 100 - Comprehensive Planning</li><li>9. 24 P.S. 1205.5</li><li>10. 24 P.S. 1217</li><li>11. 22 PA Code 49.17</li><li>24 P.S. 1205.6</li><li>Pol. 806 - Child Abuse</li></ul>

### **Authority**

Continuing professional study and inservice training for **administrative, professional and classified employees** are prerequisites for professional development, enhanced ability to complete responsibilities and maintaining certification.

The Board **directs district employees** to further their professional and personal advancement through graduate study, inservice training, **conference attendance** and professional development activities. [\[1\]](#)[\[2\]](#)[\[3\]](#)

### **Guidelines**

#### **Graduate/Special Courses**

Only courses of study that are preapproved shall be eligible for reimbursement by the district or a change in compensation for the employee. Documentary evidence of satisfactory completion of all study programs shall be required.

Reimbursement for credits for approved graduate study or special courses shall be made in accordance with terms of the administrative compensation plan or an individual contract, **or**

### **collective bargaining agreement.**

All eligible employees shall submit annually a record and description of the attainment of approved credits to the Superintendent.

Approved graduate study or special courses/programs may be of sufficient advantage to the district to warrant an increase in an employee's annual salary, upon **documentation of** satisfactory completion. Such an increase will be in accordance with provisions of the administrative compensation plan, individual contract, **collective bargaining agreement, or Board resolution.** [\[4\]](#)[\[5\]](#)

#### Induction Plan

The district shall comply with Department of Education **requirements when developing and maintaining an induction plan for first-year teachers, long-term substitutes hired for a position for forty-five (45) days or more, educational specialists** and teachers new to the district. **The district shall develop and submit the induction plan to the Department of Education for approval every six (6) years, as required by law and regulations. Prior to approval by the Board and submission to the Department of Education, the induction plan shall be made available for public inspection and comment in the district's administrative offices and the district's website for a minimum of twenty-eight (28) days.** [\[6\]](#)[\[7\]](#)[\[8\]](#)

#### Induction Program for School System Leaders

**School system leaders shall complete an induction program which is consistent with the Pennsylvania School Leadership Standards within five (5) years of serving as a school system leader in Pennsylvania for the first time.** [\[9\]](#)[\[10\]](#)

**School system leaders include principals, vice-principals, assistant principals, Assistant Superintendent, Superintendent and individuals who are converting an administrative certificate from a Level I certificate to a Level II certificate.** [\[9\]](#)

#### Professional Education Plan

The Board shall appoint to the professional education committee parents/guardians and representatives of the community and local businesses. Representatives of administrators, teachers and educational specialists on the professional education committee shall be selected by their respective members. [\[2\]](#)[\[11\]](#)

**The district shall develop and submit a professional education plan to the Secretary of Education for approval every three (3) years, as required by law and regulations. The professional education plan shall be designed to meet the educational needs of the district and its certificated administrative and professional employees; specify approved courses, programs, activities and learning experiences; and identify approved providers. Prior to approval by the Board and submission to the Secretary of Education, the professional education plan shall be made available for public inspection and comment in the district's administrative offices and the district's website for a minimum of twenty-eight (28) days.** [\[2\]](#)[\[6\]](#)[\[11\]](#)[\[8\]](#)

The Board shall ensure an annual review of the district's professional education plan is conducted by the professional education committee to determine if the plan continues to meet the needs of the district, employees, students and community. The professional education committee may recommend amendments to the plan, subject to approval by the Board and the Department of Education. [\[2\]](#)

The Board may approve, on a case-by-case basis, specific professional education activities not stated within the district's professional education plan. [\[3\]](#)

If the district assumes all costs of credits or hours, the Board may disapprove any course, program, activity or learning experience that is inconsistent with the goals of the professional education plan.[\[3\]](#)





Book	Board Policy Manual
Section	300 Employees
Title	Family and Medical Leaves
Code	335
Status	
Legal	<a href="#">1. 29 U.S.C. 2601 et seq</a> <a href="#">2. 29 CFR Part 825</a> <a href="#">3. 29 U.S.C. 2619</a> <a href="#">4. 29 U.S.C. 2611</a> <a href="#">5. 29 U.S.C. 2612</a> <a href="#">6. 29 CFR 825.200</a> Pol. 813 - Other Insurance

### **Authority**

The Board shall provide eligible administrative, professional and support employees with unpaid leaves of absence in accordance with the Family And Medical Leave Act, hereinafter referred to as FMLA.[\[1\]](#)[\[2\]](#)

Employee requests for FMLA leave shall be processed in accordance with law, Board policy and administrative regulations.

### **Delegation of Responsibility**

The Superintendent shall develop and disseminate administrative regulations to implement FMLA leave for eligible employees.

The district shall post, in conspicuous places in the district customarily used for notices to employees and applicants, a notice regarding the provisions of the FMLA and the procedure for filing a complaint.[\[3\]](#)

Employee requests for leave, both FMLA and non-FMLA, shall be submitted in writing on a district form to the Assistant Accountant for Payroll and Human Resources or Business Manager.

### **Guidelines**

Employees' eligibility for FMLA leave shall be based on the criteria established by law.[\[4\]](#)[\[5\]](#)

Eligible employees shall be provided up to twelve (12) workweeks of unpaid leave in a twelve-month period for the employee's own serious health condition; for the birth, adoption, foster placement or

first-year care of a child; to care for a seriously ill spouse, child or parent; or to address specific qualifying exigencies pertaining to a member of the Armed Forces alerted for foreign deployment or during foreign deployment.[\[5\]](#)

Eligible employees shall be provided up to twenty-six (26) workweeks of unpaid leave in a single twelve-month period to care for an ill or injured covered service member.[\[5\]](#)

The district shall utilize a rolling twelve-month period measured backwards from the date leave is used to determine if an employee has exhausted his/her FMLA leave in any twelve-month period.[\[6\]](#)

When an employee requests an FMLA leave and qualifies for and is entitled to any accrued paid sick, vacation, personal or family leave, the employee may utilize such paid leave concurrent with the FMLA leave.[\[5\]](#)

[335. Attach - FAMILIES FIRST CORONAVIRUS RESPONSE ACT.docx \(29 KB\)](#)

[335-Attach1-FFCRA\\_Poster\\_English.pdf \(180 KB\)](#)

[335-Attach2-FFCRA\\_Poster\\_Spanish.pdf \(185 KB\)](#)



# JERSEY SHORE AREA SCHOOL DISTRICT

## Job Description

**Title:** Building and Grounds Secretary

**Scope:** To assist Director of Building and Grounds in operation of the Building and Grounds Department and to assist the Assistant Superintendent in operations defined in this job description.

**Certifications:** None

**Qualifications:** High School Diploma, proficiency in keyboarding, organizational and communication skills.

**Responsible To:** Director of Building and Grounds & Assistant Superintendent (evaluated by the Director of Building and Grounds).

**Supervisory Function:** None

**Classification:** Non-Exempt

**Position Objective:** To provide secretarial support to the Building and Grounds Department and the Assistant Superintendent.

**Responsibilities:**

1. Monitor front door every morning from 7:00 a.m. – 8:00 a.m. and per daily schedule.
2. Update maintenance/custodial calendar regularly.
3. Answer incoming phone calls for maintenance/custodial department, process information accordingly.
4. Send/receive emails, faxes and pdf's and process accordingly.
5. Process facility use forms and schedule action as needed.
6. Process uniform allotments for maintenance and custodians.
7. Maintain Building and grounds project files, disperse and collect relevant information as needed.
8. Process and track maintenance and custodial purchase orders.
9. Type, mail and file maintenance and custodial correspondences.
10. Maintain maintenance and custodial department communication.

11. Maintain and update vehicle insurance and district vehicle driver's information.
12. Track contractor and outside group insurance information.
13. Maintain vehicle/equipment inventory for maintenance and custodians.
14. Schedule training classes for maintenance and custodial employees.
15. Process bid opening evaluation sheets for Building and Grounds department.
16. Maintain and update seniority lists for maintenance/custodial department.
17. Process DEP sewage reports.
18. Register and order bulk salt deliveries.
19. Receiving warehouse deliveries in absence of warehouse employee.
20. Processing district USP mail and interoffice mail in absence of Digital and Print Media Specialist.
21. Maintain key fob records in excel, create new accounts and manage key fob accounts for transfers, terminations, retirements, etc as well as changing building access as requested by administration. Distribute key fobs for new staff and coordinate return for staff leaving the district or transferring within the district.
22. Track and report Act 48 hours for district personnel.
23. Track paraprofessional annual training hours.
24. Track student teacher documentation (clearances, placement, etc.).
25. Track volunteer documentation according to school board policy.
26. Schedule crossing guard substitutes.
27. Other duties as assigned.

**Placement:** Classified Staff

**Terms of Employment:** 12 month

**Evaluation:** Annually by Director of Building and Grounds

**Date Approved:**



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement ("Agreement") is between **Jersey Shore Area School District** ("Client") and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 ("ESI") for ESI to provide the benefits described herein for employees of Client effective **9/1/21-8/31/22**.

### I. Productivity Solutions

*With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.*

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master's or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to 3  
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member's quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

### II. Engagement Solutions - Peak Performance Benefits

*ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.*





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- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 8,000 online personal and professional development trainings to help employees balance their work and personal life.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

### III. EAP Administration - Orientation and Engagement

*An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.*

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.



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## IV. Manager, Supervisor and Human Resources Services

*ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.*

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

## V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

## VI. Optional Services

- **GCN Compliance Training: No**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.

## **VII. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## **VIII. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.





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Union AP

## IX. Fees and Payment

- A. The annual fee for the employee assistance program is **\$24.60** per employee.
- B. The total number of employees covered under this Agreement is **275**.
- C. Employer agrees to pay ESI the sum of **\$6,765.00** for **9/1/21-8/31/22**.
- D. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- E. Payment of the **Annual** premium is due upon receipt of the invoice.
- F. If the number of covered employees increases or decreases more than 5%, the total agreement value will be revised to reflect the changes.
- G. **1** on-site trauma response(s) @ no charge per year, additional Trauma Responses available at **\$250.00** per hour plus travel time.
- H. DOT required Substance Abuse Evaluations - **\$850.00** each.

## X. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

EMPLOYEE SERVICES LLC

Diane Dunbar, President & Chief Operating Officer

8/27/21

Date

Jersey Shore Area School District

Authorized Signature

Date

## WEB APPLICATION SERVICES AGREEMENT

This Web Application Services Agreement ("Agreement") is effective as of this, the 31<sup>st</sup> day of August, 2021 (the "Effective Date") by and between Eduready360, LLC ("Eduready360"), a Pennsylvania Limited Liability Corporation, with its principal place of business located at 138 South Main Street, Greensburg, Pennsylvania 15601, and Jersey Shore Area School District ("Client"), an educational institution, located at 175 A&P Drive, Jersey Shore, PA 17740, collectively referred to as the "Parties".

### 1. SERVICES.

**1.1 General.** This Agreement contains the terms and conditions for the provision of services by Eduready360 to Client as more fully specified on Exhibit A attached hereto (the "Services").

**1.2 Voluntary Participation.** The parties agree that this is a non-exclusive relationship, and there are no commitments by or obligations of Client to purchase any Services. Eduready360 also reserves the right to also offer the same or similar services to other clients at any time.

### 2. TERM AND TERMINATION.

**2.1 Term.** This Agreement shall commence as of the Effective Date and shall continue until terminated in accordance with the terms hereof.

**2.2 Termination for Cause.** Either party may terminate this Agreement if the other party materially breaches an obligation under this Agreement and such breach remains uncured for thirty (30) days from the date the breaching party receives notice of such breach and a demand for cure from the non-breaching party.

**2.3 Termination due to Bankruptcy and/or Insolvency.** Either party may terminate this Agreement if the other party: (a) files a voluntary petition for bankruptcy, (b) has an involuntary petition of bankruptcy filed against it which is not discharged within sixty (60) days of such filing; (c) assigns the majority of its assets for the benefit of creditors; (d) has a receiver appointed over a majority of its assets, or (e) is generally unable to pay its debts as they become due.

### 3. PAYMENT.

**3.1 Fees.** Fees for the Services ("Fees") shall be as set forth in Exhibit A.

**3.2 Invoices.** Each correct and undisputed invoice shall be due and payable within thirty (30) days from the date of Client's receipt of invoice. All payments shall be submitted to Eduready360 as designated in Section 7.

### 4. WARRANTIES.

**4.1 Performance.** Eduready360 represents and warrants that the Services will be performed in a professional and workmanlike manner, with care, skill and diligence, and consistent with the applicable standards in Eduready360's industry.

**4.2 Compliance with Law.** Eduready360 represents and warrants that the Services will comply with all applicable laws, statutes, codes, ordinances, rules and regulations.

**5. MOST FAVORED CUSTOMER.** Eduready360 represents and warrants that the pricing terms of this Agreement are comparable to or better than the pricing terms offered by Eduready360 to any of its commercial customers of equal or lesser size for comparable services.

### 6. LIMITATIONS OF LIABILITY.

**6.1 Maximum Liability.** EDUREADY360'S, ITS AFFILIATES' AND SUBSIDIARIES' AGGREGATE LIABILITY FROM ANY CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID BY CLIENT UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

**6.2 No Consequential Damages.** NEITHER EDUREADY360, ITS AFFILIATES, OR SUBSIDIARIES WILL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES.

**6.3 Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, EDUREADY360 DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED. NEITHER EDUREADY360 OR CLIENT IS LIABLE TO THE OTHER IF THEY ARE UNABLE TO PERFORM DUE TO EVENTS THEY ARE UNABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

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**7. NOTICES.** Except as otherwise provided herein, all notices, requests, approvals, demands, invoices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective as follows: when received by email during normal business hours, provided that a confirmation of such transmission confirming that all of the pages were successfully transmitted without error is received by the sending party, when delivered personally to representative(s) designated to receive notices for the intended recipient, the next business day following deposit with a nationally recognized overnight courier service, or, three (3) business days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid, addressed as follows: (a) if to Eduready360:

Address: Eduready360, 138 S Main St, Greensburg, PA 15601;  
Email: info@eduready360.com;

and (b) if to Client: to the following:

Address: \_\_\_\_\_  
Email: \_\_\_\_\_

**8. ASSIGNMENT.** Neither party shall assign any part of this Agreement or delegate the obligations set forth herein without the prior written consent of the other party; provided, however, Eduready360 may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to an affiliate or to Eduready360's successor-in-interest in connection with a merger, reorganization, consolidation or sale. This Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of the parties.

**9. PUBLICITY.** Client shall have no right to use Eduready360's name or the names of any of Eduready360's affiliates or subsidiaries, or any of their corporate or trade names, trademarks, logos, service marks, symbols, insignia, or other distinguishing marks, for any reason, including but not limited to advertising, publicity releases, or promotional or marketing publications, without the express prior written consent of Eduready360 in each instance.

**10. OWNERSHIP.** Unless otherwise specified in Exhibit A, this Agreement does not constitute ownership of part of, or form of, any content created by Eduready360, including but not limited to the Product or Services, its source code or any other intellectual property created by Eduready360. Client also acknowledges that its personnel may be exposed to confidential information or other trade secrets of Eduready360 and agrees to take all reasonable measures to ensure that any such confidential information shall not be disclosed by Client or its personnel to anyone without the prior written authorization and consent of Eduready360. Upon the termination of this Agreement or the request of Eduready360, Client agrees to immediately return to Eduready360 all copies of confidential information of Eduready360 then in Client possession.

**11. ENTIRE AGREEMENT; AMENDMENT.** This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements between the parties with respect thereto. This Agreement may not be modified without a written amendment signed by an authorized representative of each party.

**12. NON-WAIVER.** No waiver by a party of any breach of the other party of any condition, representation or warranty contained in this Agreement and no failure by a party to exercise any rights under this Agreement or to insist upon the strict performance of any obligations of the other shall constitute or be deemed a waiver or release of any rights and remedies of that party in the event of a subsequent breach of the same nature or of any other breach on the part of the other party. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**13. GOVERNING LAW.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Pennsylvania.

**14. RELATIONSHIP OF THE PARTIES.** This Agreement does not constitute a hiring by either party. It is the parties intention that Client shall have an independent contractor status and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims. Client shall retain sole and absolute discretion in the manner and means of carrying out their activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Eduready360 shall not be liable for any obligations incurred by Client unless specifically authorized in writing. Client shall not act as an agent of Eduready360, ostensibly or otherwise, nor bind Eduready360 in any manner, unless specifically authorized to do so in writing. The personnel designated by Eduready360 to perform the Services are employees of Eduready360 and are not employees of Client. Eduready360 will be solely responsible for and will pay all unemployment, social security and other payroll taxes, and all workers' compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to Eduready360 and Eduready360's employees, and Client will do the same for their employees.

**15. CUMULATIVE REMEDIES; OFFSETS.** Except as otherwise expressly provided in this Agreement, all remedies in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available to a party at law or in equity. In the event of a claim by Eduready360 for loss or damages for which Client is responsible, Eduready360 shall be entitled to adjust the amounts claimed against future or outstanding payments due, or which may become due, to Client.

**16. COUNTERPARTS; FACSIMILE / ELECTRONIC EXECUTION.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile or electronic execution and delivery of this Agreement shall be legal, valid and binding execution and delivery for all purposes.

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**IN WITNESS WHEREOF**, each party hereto has executed this Agreement, or has caused this Agreement to be executed by its duly authorized officer or registered agent, as of the Effective Date, and each Party further certifies that all information contained within this Agreement is complete and accurate to the best of their knowledge.

**Eduready360:**

**Client:**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### DESCRIPTION OF SERVICES AND FEES

#### Contract Duration and Extensions:

1. The Parties, by mutual contract, establish the date for the start of commercial activities, August 31st, 2021 (the "Start Date"), as the date for the start of billable operations. This Agreement shall remain in full force and effect for a minimum of three (3) consecutive years from the Start Date (the "Term") with successive annual extensions.
2. The Maintenance & Support Fee shall be due on August, 1st of each subsequent year unless either of the parties provides notice of its desire to terminate the annual extension of this Agreement. Termination in this case must be done in writing and by means of an advanced notice of at least sixty (60) days.
3. The Maintenance & Support Fee shall not be changed during the initial Term of the Agreement, but shall be subject to change from one Term to the next, provided that Eduready360 provides Client with written notice of said change at least ninety (90) days prior to the end of the then-current Term.

#### Duties and Fees:

1. Eduready360 agrees to provide Client the Services, which shall include access to and use of CTE-360, (the "Product"), defined more fully in the Scope of Work below, for the Term of this Agreement.
2. Client agrees to pay Eduready360 according to the following terms:
  - o Eduready360 agrees to grant Client license to use Product for 12 Department of Education-approved programs specified in Exhibit B (each defined as a "Class"). If Client would like to add or remove Classes from Product, an addendum to this Agreement will be made to adjust the Fees accordingly. Client must provide written notice of their desire to make these changes at least sixty (60) days prior to the expiration date of the current Term.
  - o Client agrees to pay Eduready360 a one-time fee of \$500.00 per Class (the "Setup Fee"). The total cost for the Setup Fee will be \$6,000.00. Client agrees to pay the Setup Fee for each new Class (as determined by the CIP code specified on the state-approved CTE program list) they would like to have added to Product. The Setup Fee for any new Class shall be due and payable prior to the Class being added to Product.
  - o Client agrees to pay Eduready360 a fee of \$250.00 per year for each Class (the "Maintenance & Support Fee"). The annual cost for the Maintenance & Support Fee will be \$3,000.00. The total cost for the Maintenance & Support Fee over the Term of the Agreement will be \$9,000.00.
  - o Client agrees to pay Eduready360 a total of \$15,000.00 throughout the Term of the Agreement, according to the following schedule (the "Due Dates"):
    - \$6,000.00 will be due on 10/1/2021.
    - \$5,000.00 will be due on 10/1/2022.
    - \$4,000.00 will be due on 10/1/2022.
  - o Eduready360 may suspend Client's access to use Product if Client fails to pay any amounts due and such failure continues for a period of sixty (60) days after the last day payment is due, so long as Eduready360 gives Client written notice of the expiration date of the aforementioned sixty (60) day period at least thirty (30) days before such expiration date.
3. The Fees do not include any applicable state or federal taxes. Client will be required to pay any applicable taxes.
4. Eduready360 will act in good faith and make a reasonable effort to complete all work in a timely manner.
5. All student and employee related information, data and documents provided by Client to Eduready360 shall be deemed to be confidential information as referenced in Paragraph 10 of the Agreement. Eduready360 shall safeguard all confidential information from disclosure to non-essential personnel within or outside Eduready360 and to comply with the privacy laws that protect such information including student education records protected under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).
6. This Agreement shall be considered a public record subject to disclosure under the Pennsylvania Right-to-Know Law, unless otherwise determined to be exempt from disclosure by law.

#### Scope of Work:

1. Product consists of all programming, code, and other content accessible to Client from the following domain: jsasd.cte-360.com. Product also includes databases and data created on servers and hosting environments managed by Eduready360 which are used by this domain.
2. Eduready360 will store all content related to Product and make it publicly accessible on the Internet.
3. Eduready360 will be responsible for all costs related to web hosting, server configurations, data backup, SSL certificates, and domain name renewals.
4. Eduready360 agrees to export all data created by Client ("Client Data") and provide it to Client if and when this Agreement is terminated.
5. Eduready360 agrees to make daily backups of Client Data and store those backup files for at least six (6) months on Eduready360 servers. Access to backup files will be secured both physically and digitally.
6. Client agrees to provide Eduready360 with the following for the purpose of configuring access to the Product.
  - a. Student demographic and enrollment information.
  - b. Teacher and administrator demographic information.
  - c. A list of State Approved Programs with corresponding program names, CIP codes, and teachers.
  - d. All NOCTI test codes in use for each program.
  - e. All industry certifications for each program.
  - f. Any other data, audio/visual media, and/or textual content that Client wishes to include.

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7. Eduready360 shall complete the initial setup of Product, which shall , at a consist of creating user accounts, class creation and corresponding teacher assignments, student enrollments, task list creation, and SIS integration (synchronization of students, classes, student enrollments, attendance, and term grades Eduready360 will also provide up to 4 hours of train the trainer webinar sessions.
8. Eduready360 shall provide endEduready360 shall provide end-user technical support to employees of Client via email and live chat built into Product.

**Terms and Conditions:**

1. Eduready360 agrees that Client will be granted ownership of all data entered into Product and Client is free to use Product in any way that they choose, provided that this does not violate any part of this Agreement.
2. Eduready360 shall not be held liable for any and all losses or damages caused by programming errors made in good faith. Eduready360 agrees to test all code and revisions to Product in a sandbox environment before making changes to the Client's production environment.
3. All payments to Eduready360 for products and services are non refundable unless otherwise explicitly stated in this Agreement.
4. Except as expressly provided in this Agreement, the Services and Product are provided "as is," and Eduready360 expressly disclaims all warranties and conditions of any kind, expressed implied, or statutory, including, without limitation, the implied warranties of merchantability, and fitness for a particular purpose. Each party acknowledges that it has not entered into this Agreement in reliance upon any warranty or representation except those specifically set forth herein and Product will be deemed acceptable when delivered.



**2021-22 JSASD PA Pre-K Counts  
Partnership Agreement  
All Things Bright and Beautiful Day Care**

**A. Background**

Lead Agencies are responsible for fiscal and administrative oversight, program leadership and decision-making authority relative to PA Pre-K Counts. It is the entity that responds to the Office of Child Development & Early Learning (OCDEL) requests and submits documents to OCDEL (such as the Waiver Requests and Continuous Quality Improvement Plans (CQIP)) on behalf of the Partners. The Lead Agency holds the responsibility for the Partners' compliance with PA Pre-K Counts requirements. The Lead Agency is responsible for working with its Partner(s) to develop a mutually agreed upon partnership agreement/contract.

Partner Agencies receive funding from the Lead Agency to provide pre-kindergarten programming to PA Pre-K Counts children. The partners are responsible for carrying out the requirements identified in a Partnership Agreement in a satisfactory and proper manner. The Partner(s) communicates directly with the Lead Agency.

**B. Elements of the Partnership Agreement:**

**1. Start and End Date of Partnership Agreement and Identification of Legal Partners –**

This Partnership Agreement is made as of July 1, 2021 by and between Jersey Shore Area School District located at 175 A & P Drive, Jersey Shore, PA and All Things Bright and Beautiful Day Care, located at P.O. Box 180, Avis, PA 17721

Jersey Shore Area School District contracts with All Things Bright and Beautiful Day Care to provide all services and program activities as described by the Program Requirements contained within this Partnership Agreement to up to 18 full time children and agrees to pay All Things Bright and Beautiful Day Care \$119,500.00 for the provision of tuition-free pre-kindergarten opportunities for eligible children from August 23, 2021 until May 26, 2022, or after, if snow make-up days need to be used, for agreed upon services listed in this agreement.

- a. Length of Day and Program Year** – This will be a program for a minimum of 5.5 hours per day, for a minimum of 180 days per year. Thirty (30) minutes of the day is for lunch. Student days are on attached calendar.
- b. Standards-Based Curriculum** – The curriculum used in the Pre-K Counts classroom must be aligned with the Early Learning Standards established by the Pennsylvania Department of Education.
- c. Class Size and Student/Teacher Ratios** - PA Pre-K Counts programs must have a student/teacher ratio of no more than 20 students for one teacher and one teacher aide in a classroom, that is, 2 adults in a classroom for every 20 students. If the classroom has 10 or fewer 3 and 4 year olds, it must have one highly qualified teacher and a secondary person available in the facility. The secondary person must meet the requirements for a PA Pre-K Counts teacher's aide.

- d. **Staffing Qualifications** – The lead teacher in each PA Pre-K Counts classroom must possess a Pennsylvania early childhood education certification.

Teacher Aide qualifications for all providers must meet one of the following criteria:

- Completion of at least 2 years postsecondary study, or
- Possession of an associate's degree or higher, or
- Child Development Associate (CDA), or
- Ability to meet rigorous standards of quality and demonstration of knowledge in and the ability to assist a teacher in instructing reading, writing and mathematics.

- e. **On-Going Professional Development** – PA Pre-K Counts providers are encouraged to create and implement plans for professional development that are specific to pre-kindergarten. The Lead Agency and Partner(s) should work together to develop a professional development plan that meets, at a minimum, the requirements outlined in ACT 48. Act 48 requires all professional educators to acquire 6 credits/180 hours /a combination of PD hours/credits equivalent to 180 hours every 5 years to maintain an active certificate.

Teacher Aides must have at least 24 hours of continuing professional development each year.

- f. **Meals and Snacks** – PA Pre-K Counts requires a meal for a half day program and a snack and one or more meals for a full-day program.
- g. **Transitioning Activities** - Transition of students into the PA Pre-K Counts Program and from PA Pre-K Counts into Kindergarten must include specific and mindful activities.
- h. **Parental Involvement** – Requirements for the plan for Parent Involvement and shall include at a minimum: joint staff & parent planning process, establishment of policies that support parental involvement, role for parents in evaluating program success, system for reporting child's progress, recognition of parents' critical role and parent education activities.
- i. **Develop and Implement a Comprehensive Emergency Response Plan.** All PA Pre-K Counts providers must develop their plan in cooperation with the local Emergency Management Agency and be consistent with the guidelines developed by the Pennsylvania Emergency Management agency and other pertinent state requirements. The plan must be reviewed annually and modified as necessary.
- j. **Immunization Requirements** – All providers of PA Pre-K Counts funded programs must meet the immunization requirements, but are not limited to the following:
1. Within 60 days of a child's first day of attendance in the program, the provider shall obtain a record establishing that the child has received the vaccinations recommended by the American Committee on Immunization Practices (ICIP); or
  2. Receipt from a parent or guardian of a child of a written objection to the child being vaccinated on religious grounds or a physician verified medical reason of a temporary or permanent nature explaining why the child is not to be vaccinated.
  3. Providers must exclude children from group activities for an additional 30 days who are not vaccinated due to a temporary medical condition, unless they have received written



confirmation from a physician or state or local health department of vaccination or continuation of the medical condition. A new verification is required every 30 days or the child may not be readmitted to the setting until the requirements are met.

- k. **Screenings** – All providers of PA Pre-K Counts funded programs must provide or obtain hearing, vision, dental, and health (including mental health) screenings on all children within 60 calendar days of their first day in the classroom setting.
  - l. **Waivers** – A Partner Agency is to work through the Lead Agency and the Preschool Program Specialist for advance approval of waivers. Waivers must be submitted by the Lead Agency on behalf of the Partner Agency and facilitated by the Preschool Program Specialist.
  - m. **Eligibility of Children**— Eligible children must be three or four years old before September 1<sup>st</sup>. Five year olds who are eligible for kindergarten may not receive PA Pre-K Counts funding. They may be included in a PA Pre-K Counts classroom only if alternate funding is being used to support these children. This includes five-year olds participating in Early Intervention with developmental delays or disabilities who are eligible for Kindergarten.
  - n. **Serve At-Risk children**– All PA Pre-K Counts providers are expected to target their PA Pre-K Counts services to children considered at-risk. An individual assessment of each child's at-risk status prior to enrolling the child in the program is not required but OCDEL does collect regular information about the at-risk status of the children enrolled.
  - o. **Participate in Development and Implementation of Enrollment Plans.** All slots allotted to the Partner Agency by the Lead Agency must be filled prior to the opening day of class and all classrooms must open no later than September 30. Full enrollment must be maintained at all times by the Partner Agency and the Partner is responsible for filling the slot with another child within 20 program days of the original child's departure from the program. Partners must also assure Lead agencies that they will have strategies in place to maintain at least 85% attendance rate in their PA Pre-K Counts classrooms.
4. **Coordination and Collaboration Requirements** - The PA Pre-K Counts program requires the participating providers to work in a coordinated and collaborative manner with other PA Pre-K Counts programs as well as the early childhood community and OCDEL. Lead Agencies and their Partner(s) are expected to engage in coordination and collaboration partnerships organized for the purpose of community education and outreach on early childhood education, assessing needs and resources and coordinating and developing strategies to address these issues. The PA Pre-K Counts program expectations of working with the following can be addressed:
- a. **Early Intervention Programs and Services** –The coordination with the Infant and Toddlers and the Preschool Early Intervention (EI) programs to ensure a smooth transition for children coming into PA Pre-K Counts from the Infant and Toddler program and who may be receiving Preschool EI services.
  - b. **Child Care Works** – All participants must confirm in the partnership agreement/contract that they will work collaboratively with their CCIS regarding building enrollment and child participation verification.
  - c. **Community Engagement Groups** – PA Pre-K Counts Partnerships are strongly encouraged to



meet with the local Community Engagement Group Coordinators in order to connect with other early childhood education efforts in the community and become actively engaged in the Transitioning activities of the CEG.

- d. **“Wrap-around” Child Care services** –It is recommended that Lead and Partner Agencies work together to coordinate with programs that are providing before and after school wrap-around services in their service area for any of their enrollees.
5. **Monitoring, Program Reporting Requirements and Assurances** - Listing of program reporting requirements, identified in the Pennsylvania Pre-K Counts e-Grant Application – Program Assurances section and PA Pre-K Counts Guidance which must be adhered to by the Partner Agency. It is the Lead Agency’s responsibility to develop procedures for ongoing monitoring of Partners’ compliance with PA Pre-K Counts requirements. Lead Agencies and their Partners should meet a minimum of 4 times a year to review program operation and the Partnership Agreement.

The following areas should be addressed in this section:

- a. **Comply with all PA Pre-K Counts Monitoring Requirements** – Lead Agencies and their Partners should work cooperatively in preparation for monitoring and site visits by their assigned Preschool Program Specialist. Preschool Program Specialists will evaluate an individual program’s capacity to offer high quality Prekindergarten programs through PA Pre-K Counts by using the Program Review Instrument and supporting documents.
- b. **Develop and Submit a Continuous Quality Improvement Plan (CQIP)**- Each PA Pre-K Counts provider is responsible for developing and maintaining a CQIP for their program. Preschool Program Specialists are available to assist each program in creating their Continuous Quality Improvement Plans.
- c. **Assess the Early Learning Environment** - The Department has identified the Early Childhood Environment Rating Scale – Revised (ECERS-R) as the tool that will be used to assess the learning environment in PA Pre-K Counts classrooms. Partners must agree to allow all their PA Pre-K Counts lead teachers to participate in the ERS Foundations and ECERS-R workshops which will be offered through the Regional Keys. Partner programs must confirm that they will conduct a self assessment prior to the formal assessment from the ERS Assessor. All PA Pre-K Counts classrooms are expected to earn an average score of 5.50. Partner classrooms, where the averages score are lower than 5.50, are required to develop and implement an individual improvement plan for each sub-scale below 5.50.
- d. **Assess Student Progress may be accomplished through an approved child outcomes assessment tool.** - The Office of Child Development and Early Learning requires the use of an approved child outcomes assessment tool for the statewide measurement of child progress for PA Pre-K Counts. The Agreement must indicate that the partners will cooperate with this requirement, including training and timely data entry. The specific approved measurement tool must be identified in PELICAN.
- e. **Comply with Reporting Requirements** – Lead Agencies must be very specific in this section of the agreement/contract and spell out in detail the requirements relative to the submission of data required by OCDEL. The Partner and Lead Agency must work together to develop a process that clearly identifies who is collecting and verifying the data, who is submitting data



for each data requirement to the correct data depository, when the various data reports are to be submitted and how the information is finally submitted to OCDEL. Timely reporting is a critical issue and the parameters for collection and submission must be clearly understood and agreed upon by the Partner agencies.

The reporting requirements include:

- **Child assessment outcomes reporting** – Methods for how child outcomes data will be reported should be determined at the local level by Lead Agencies and Partner Agencies. This data is collected 3 times per year. PA Pre-K Counts Grantees will report child outcomes on or before October 15, 2021 and May 15, 2022.
  - **Enrollment reports/attendance data reports** – PELICAN System - Partners are required to submit monthly electronic enrollment/attendance reports to the Lead Agency in the required format using the PELICAN reporting system. Reports will be due by the 10th of each month, following the service month.
  - **Financial reports** – FAI System– Supporting budgetary information, including QER information, is required from the Partner(s) in order for the Lead Agency to complete mandatory, quarterly financial reporting to OCDEL. The financial information requested by the Lead Agency should be determined on the local level within the partnership with mandatory timelines for submission of data by the Partner to the Lead Agency.
  - In addition to the data requirements listed above Partner Agencies must also agree to provide the Lead Agency any data or information that is requested by OCDEL during the course of the grant.
- f. **Attend all PA Pre-K Counts Regional Meetings** – All Lead Agencies and their partner sites are required to attend PA Pre-K Counts State or Regional Meetings – Partners must agree to attend all Regional Meetings hosted by the OCDEL. Details can be found in the Pennsylvania Pre-K Counts Guidance. Required attendee is the Director, Ms. Angela Johnson.
- g. **Fees** – Lead Agencies and their partners must agree not to charge any fee to parents for PA Pre-K Counts services - It must be clearly stated in the agreement that families that enroll their children in a PA Pre-K Counts program may not be charged for any portion of the service.
- h. **Agree to Maintain Required Provider Status** - For the duration of the grant all Lead Agencies and their partners must agree to maintain their provider status. A Partner Agency that is a Child Care Center or Group Child Care Home the agreement should state that they must be at a STAR 3 level or higher beginning in July 2011 and maintain this STAR designation throughout the life of their program. The STAR level of all PA Pre-K Counts programs will be verified during the application. If a Partner loses its STAR designation it should contact the lead Agency immediately and work with the Preschool Program Specialist to remediate this situation.
- i. **Background Checks** – All Lead Agencies and their partner sites must abide by the legal requirements for staff background checks that regulate that type of provider. The Lead Agency and Partner Agency should identify the process to assure that all staff has appropriate background checks.
- j. **Classroom Content** – All Lead Agencies must assure that the content, activities and materials used in the Partner's PA Pre-K Counts classroom is secular in nature.



- k. **Agree not to supplant funds** – Lead Agencies and their partners must agree not to supplant funds but to supplement public funds received from another source. Partners may not substitute PA Pre-K Counts dollars for public resources currently expended to provide pre-kindergarten that meet the standards of the PA Pre-K Counts program. It should be stated that Partners will avoid the use of PA Pre-K Counts funds in a way that replaces services that are currently being provided by Head Start grantees. The Agreement should specifically state that the Partner Agency will not displace existing high quality programs that are in place and serving children, such as Head Start.
  - l. **Appropriate Use of Funds** – Lead Agencies must assure that PA Pre-K Counts funds will only be used for the Partner’s PA Pre-K Counts program and classrooms. Lead agencies should identify allowable “uses” for Partner Agencies to avoid funding disallowances.
6. **Oversight and Termination** – The lead agency facilitates partnership activities and delivery of services. Technical assistance and guidance are available through the PA Pre-K Counts Coordinator, Kenneth J. Dady, Jr., Ph.D. Failure to comply with deadlines for OCDEL mandates and amendments and misuse of funds are reasons for termination. The process for termination is as follows:
- a. Inform the PA Pre-K Counts Specialist of the situation with the partner and discuss steps to rectify.
  - b. Meet with the partner and discuss prevailing situation.
  - c. Confirm with a letter outlining the steps to correct the infractions and provide deadline to correct.
  - d. Inform PA Pre-K Counts Specialist of corrections with copy of letter sent to partner.
  - e. If partner has not made corrections within the deadline, a termination letter will be sent to the partner with a copy to the PA Pre-K Counts Specialist.
7. **Financial Reporting Requirements**—Budget and financial reporting responsibilities and expectations of the Lead Agency and Partner(s). Some critical areas are:
- a. **Pass through budgets** – Partner detailed “pass through” budget are required to be provided to OCDEL through the Lead Agency. Lead Agencies are expected to share the budget guidance document, found through links in e-Grants, which explains what is expected in each budget line. Partners are expected to sign and date their pass through budgets.
  - b. **Participation in pre-determined level of financial data reporting** - Lead Agency must determine and inform the Partner Agency as to the date and information required to complete mandatory financial reporting.
  - c. **Payment & compensation requirements- PDE endorses an advance payment process mirroring that between the Commonwealth and the Lead Agency.** However, if the Lead and Partner agree to cost reimbursement, this should include frequent payments (weekly or biweekly) so that partners receive sufficient cash flow. Factors to consider in clarifying this section of the agreement:

- Lead Agency and Partner must discuss and agree upon per child funding budgeted at the Pre-K Counts classroom level.
  - Details regarding the payment schedule for agreed upon services should be described in this section.
  - The Lead Agency retains the right to withhold payments if reports are not filed accurately and/or on time.
  - A clear understanding of the enrollment expectation and potential impact on payment must be clearly stated.
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10. **The following signatures signify an agreement to the work identified in this Partnership Agreement/contract.**



IN WITNESS WHEREOF, the parties hereto, have caused this partnership agreement/contract to be executed by their duly authorized officials:

**Jersey Shore Area School District**

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**All Things Bright and Beautiful Day Care**

By: Conrad D. Schleutinger  
(Authorized Signature)

Advisory Board, Chair  
(Title)

8/23/2021  
(Date)

**2021-2022 Proposed payment schedule after JSASD Board approval on or about the dates listed below:**

September 14, 2021	\$16,000.00
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Payment schedule is dependent upon Jersey Shore Area School District receipt of invoice from All Things Bright and Beautiful Day Care for PA Pre-K Counts program on or before the 1<sup>st</sup> of each month.

**JSASD Partnership meetings to take place at the Jersey Shore Area Administration Building or other mutually agreed upon location at 1:30 PM on the following dates, unless circumstances necessitate postponement/cancellation:**

November 2, 2021  
March 1, 2022  
May 3, 2022

**ATBB will bring an updated fiscal report to these meetings that will be reviewed by the lead agency.**

**2021-22 JSASD PA Pre-K Counts  
Partnership Agreement  
Your Guardian Angel Preschool and Childcare**

**A. Background**

Lead Agencies are responsible for fiscal and administrative oversight, program leadership and decision-making authority relative to PA Pre-K Counts. It is the entity that responds to the Office of Child Development & Early Learning (OCDEL) requests and submits documents to OCDEL (such as the Waiver Requests and Continuous Quality Improvement Plans (CQIP)) on behalf of the Partners. The Lead Agency holds the responsibility for the Partners' compliance with PA Pre-K Counts requirements. The Lead Agency is responsible for working with its Partner(s) to develop a mutually agreed upon partnership agreement/contract.

Partner Agencies receive funding from the Lead Agency to provide pre-kindergarten programming to PA Pre-K Counts children. The partners are responsible for carrying out the requirements identified in a Partnership Agreement in a satisfactory and proper manner. The Partner(s) communicates directly with the Lead Agency.

**B. Elements of the Partnership Agreement:**

**1. Start and End Date of Partnership Agreement and Identification of Legal Partners –**

This Partnership Agreement is made as of July 1, 2021 by and between Jersey Shore Area School District located at 175 A & P Drive, Jersey Shore, PA and Your Guardian Angel Preschool and Childcare, located at 701 Allegheny St., Jersey Shore, PA 17740.

Jersey Shore Area School District contracts with Your Guardian Angel Preschool and Childcare to provide all services and program activities as described by the Program Requirements contained within this Partnership Agreement to up to 18 full time children and agrees to pay Your Guardian Angel Preschool and Childcare \$119,500.00 for the provision of tuition-free pre-kindergarten opportunities for eligible children from May 26, 2022 until June 1, 2022, or after, if snow make-up days need to be used, for agreed upon services listed in this agreement.

- a. Length of Day and Program Year** –This will be a program for a minimum of 5.5 hours per day, for a minimum of 180 days per year. Thirty (30) minutes of the day is for lunch. Student days are on attached calendar.
- b. Standards-Based Curriculum** – The curriculum used in the Pre-K Counts classroom must be aligned with the Early Learning Standards established by the Pennsylvania Department of Education.
- c. Class Size and Student/Teacher Ratios**- PA Pre-K Counts programs must have a student/teacher ratio of no more than 20 students for one teacher and one teacher aide in a classroom, that is, 2 adults in a classroom for every 20 students. If the classroom has 10 or fewer 3 and 4 year olds, it must have one highly qualified teacher and a secondary person available in the facility. The secondary person must meet the requirements for a PA Pre-K Counts teacher's aide.



- d. **Staffing Qualifications** – The lead teacher in each PA Pre-K Counts classroom must possess a Pennsylvania early childhood education certification.

Teacher Aide qualifications for all providers must meet one of the following criteria:

- Completion of at least 2 years postsecondary study, or
- Possession of an associate's degree or higher, or
- Child Development Associate (CDA), or
- Ability to meet rigorous standards of quality and demonstration of knowledge in and the ability to assist a teacher in instructing reading, writing and mathematics.

- e. **On-Going Professional Development** – PA Pre-K Counts providers are encouraged to create and implement plans for professional development that are specific to pre-kindergarten. The Lead Agency and Partner(s) should work together to develop a professional development plan that meets, at a minimum, the requirements outlined in ACT 48. Act 48 requires all professional educators to acquire 6 credits/180 hours /a combination of PD hours/credits equivalent to 180 hours every 5 years to maintain an active certificate.

Teacher Aides must have at least 24 hours of continuing professional development each year.

- f. **Meals and Snacks** – PA Pre-K Counts requires a meal for a half day program and a snack and one or more meals for a full-day program.
- g. **Transitioning Activities** - Transition of students into the PA Pre-K Counts Program and from PA Pre-K Counts into Kindergarten must include specific and mindful activities.
- h. **Parental Involvement** – Requirements for the plan for Parent Involvement and shall include at a minimum: joint staff & parent planning process, establishment of policies that support parental involvement, role for parents in evaluating program success, system for reporting child's progress, recognition of parents' critical role and parent education activities.
- i. **Develop and Implement a Comprehensive Emergency Response Plan.** All PA Pre-K Counts providers must develop their plan in cooperation with the local Emergency Management Agency and be consistent with the guidelines developed by the Pennsylvania Emergency Management agency and other pertinent state requirements. The plan must be reviewed annually and modified as necessary.
- j. **Immunization Requirements** – All providers of PA Pre-K Counts funded programs must meet the immunization requirements, but are not limited to the following:
1. Within 60 days of a child's first day of attendance in the program, the provider shall obtain a record establishing that the child has received the vaccinations recommended by the American Committee on Immunization Practices (ICIP); or
  2. Receipt from a parent or guardian of a child of a written objection to the child being vaccinated on religious grounds or a physician verified medical reason of a temporary or permanent nature explaining why the child is not to be vaccinated.
  3. Providers must exclude children from group activities for an additional 30 days who are not vaccinated due to a temporary medical condition, unless they have received written

confirmation from a physician or state or local health department of vaccination or continuation of the medical condition. A new verification is required every 30 days or the child may not be readmitted to the setting until the requirements are met.

- k. **Screenings** – All providers of PA Pre-K Counts funded programs must provide or obtain hearing, vision, dental, and health (including mental health) screenings on all children within 60 calendar days of their first day in the classroom setting.
  - l. **Waivers** – A Partner Agency is to work through the Lead Agency and the Preschool Program Specialist for advance approval of waivers. Waivers must be submitted by the Lead Agency on behalf of the Partner Agency and facilitated by the Preschool Program Specialist.
  - m. **Eligibility of Children**— Eligible children must be three or four years old before September 1<sup>st</sup>. Five year olds who are eligible for kindergarten may not receive PA Pre-K Counts funding. They may be included in a PA Pre-K Counts classroom only if alternate funding is being used to support these children. This includes five-year olds participating in Early Intervention with developmental delays or disabilities who are eligible for Kindergarten.
  - n. **Serve At-Risk children**— All PA Pre-K Counts providers are expected to target their PA Pre-K Counts services to children considered at-risk. An individual assessment of each child's at-risk status prior to enrolling the child in the program is not required but OCDEL does collect regular information about the at-risk status of the children enrolled.
  - o. **Participate in Development and Implementation of Enrollment Plans.** All slots allotted to the Partner Agency by the Lead Agency must be filled prior to the opening day of class and all classrooms must open no later than September 30. Full enrollment must be maintained at all times by the Partner Agency and the Partner is responsible for filling the slot with another child within 20 program days of the original child's departure from the program. Partners must also assure Lead agencies that they will have strategies in place to maintain at least 85% attendance rate in their PA Pre-K Counts classrooms.
4. **Coordination and Collaboration Requirements** - The PA Pre-K Counts program requires the participating providers to work in a coordinated and collaborative manner with other PA Pre-K Counts programs as well as the early childhood community and OCDEL. Lead Agencies and their Partner(s) are expected to engage in coordination and collaboration partnerships organized for the purpose of community education and outreach on early childhood education, assessing needs and resources and coordinating and developing strategies to address these issues. The PA Pre-K Counts program expectations of working with the following can be addressed:
- a. **Early Intervention Programs and Services** –The coordination with the Infant and Toddlers and the Preschool Early Intervention (EI) programs to ensure a smooth transition for children coming into PA Pre-K Counts from the Infant and Toddler program and who may be receiving Preschool EI services.
  - b. **Child Care Works** – All participants must confirm in the partnership agreement/contract that they will work collaboratively with their CCIS regarding building enrollment and child participation verification.
  - c. **Community Engagement Groups** – PA Pre-K Counts Partnerships are strongly encouraged to

meet with the local Community Engagement Group Coordinators in order to connect with other early childhood education efforts in the community and become actively engaged in the Transitioning activities of the CEG.

- d. **“Wrap-around” Child Care services** –It is recommended that Lead and Partner Agencies work together to coordinate with programs that are providing before and after school wrap-around services in their service area for any of their enrollees.
- 5. **Monitoring, Program Reporting Requirements and Assurances** - Listing of program reporting requirements, identified in the Pennsylvania Pre-K Counts e-Grant Application – Program Assurances section and PA Pre-K Counts Guidance which must be adhered to by the Partner Agency. It is the Lead Agency’s responsibility to develop procedures for ongoing monitoring of Partners’ compliance with PA Pre-K Counts requirements. Lead Agencies and their Partners should meet a minimum of 4 times a year to review program operation and the Partnership Agreement.

The following areas should be addressed in this section:

- a. **Comply with all PA Pre-K Counts Monitoring Requirements** – Lead Agencies and their Partners should work cooperatively in preparation for monitoring and site visits by their assigned Preschool Program Specialist. Preschool Program Specialists will evaluate an individual program’s capacity to offer high quality Prekindergarten programs through PA Pre-K Counts by using the Program Review Instrument and supporting documents.
- b. **Develop and Submit a Continuous Quality Improvement Plan (CQIP)**- Each PA Pre-K Counts provider is responsible for developing and maintaining a CQIP for their program. Preschool Program Specialists are available to assist each program in creating their Continuous Quality Improvement Plans.
- c. **Assess the Early Learning Environment** - The Department has identified the Early Childhood Environment Rating Scale – Revised (ECERS-R) as the tool that will be used to assess the learning environment in PA Pre-K Counts classrooms. Partners must agree to allow all their PA Pre-K Counts lead teachers to participate in the ERS Foundations and ECERS-R workshops which will be offered through the Regional Keys. Partner programs must confirm that they will conduct a self assessment prior to the formal assessment from the ERS Assessor. All PA Pre-K Counts classrooms are expected to earn an average score of 5.50. Partner classrooms, where the averages score are lower than 5.50, are required to develop and implement an individual improvement plan for each sub-scale below 5.50.
- d. **Assess Student Progress may be accomplished through an approved child outcomes assessment tool.** - The Office of Child Development and Early Learning requires the use of an approved child outcomes assessment tool for the statewide measurement of child progress for PA Pre-K Counts. The Agreement must indicate that the partners will cooperate with this requirement, including training and timely data entry. The specific approved measurement tool must be identified in PELICAN.
- e. **Comply with Reporting Requirements** – Lead Agencies must be very specific in this section of the agreement/contract and spell out in detail the requirements relative to the submission of data required by OCDEL. The Partner and Lead Agency must work together to develop a process that clearly identifies who is collecting and verifying the data, who is submitting data

for each data requirement to the correct data depository, when the various data reports are to be submitted and how the information is finally submitted to OCDEL. Timely reporting is a critical issue and the parameters for collection and submission must be clearly understood and agreed upon by the Partner agencies.

The reporting requirements include:

- **Child assessment outcomes reporting** – Methods for how child outcomes data will be reported should be determined at the local level by Lead Agencies and Partner Agencies. This data is collected 3 times per year. PA Pre-K Counts Grantees will report child outcomes on or before October 15, 2021 and May 15, 2022.
  - **Enrollment reports/attendance data reports** – PELICAN System - Partners are required to submit monthly electronic enrollment/attendance reports to the Lead Agency in the required format using the PELICAN reporting system. Reports will be due by the 10th of each month, following the service month.
  - **Financial reports** – FAI System– Supporting budgetary information, including QER information, is required from the Partner(s) in order for the Lead Agency to complete mandatory, quarterly financial reporting to OCDEL. The financial information requested by the Lead Agency should be determined on the local level within the partnership with mandatory timelines for submission of data by the Partner to the Lead Agency.
  - In addition to the data requirements listed above Partner Agencies must also agree to provide the Lead Agency any data or information that is requested by OCDEL during the course of the grant.
- f. **Attend all PA Pre-K Counts Regional Meetings** – All Lead Agencies and their partner sites are required to attend PA Pre-K Counts State or Regional Meetings – Partners must agree to attend all Regional Meetings hosted by the OCDEL. Details can be found in the Pennsylvania Pre-K Counts Guidance. Required attendee is one of the Directors, Mr. Chris Bibay or Mrs. Nichol Bilbay.
- g. **Fees** – Lead Agencies and their partners must agree not to charge any fee to parents for PA Pre-K Counts services - It must be clearly stated in the agreement that families that enroll their children in a PA Pre-K Counts program may not be charged for any portion of the service.
- h. **Agree to Maintain Required Provider Status** - For the duration of the grant all Lead Agencies and their partners must agree to maintain their provider status. A Partner Agency that is a Child Care Center or Group Child Care Home the agreement should state that they must be at a STAR 3 level or higher beginning in July 2011 and maintain this STAR designation throughout the life of their program. The STAR level of all PA Pre-K Counts programs will be verified during the application. If a Partner loses its STAR designation it should contact the lead Agency immediately and work with the Preschool Program Specialist to remediate this situation.
- i. **Background Checks** – All Lead Agencies and their partner sites must abide by the legal requirements for staff background checks that regulate that type of provider. The Lead Agency and Partner Agency should identify the process to assure that all staff has appropriate background checks.
- j. **Classroom Content** – All Lead Agencies must assure that the content, activities and materials

used in the Partner's PA Pre-K Counts classroom is secular in nature.

- k. **Agree not to supplant funds** – Lead Agencies and their partners must agree not to supplant funds but to supplement public funds received from another source. Partners may not substitute PA Pre-K Counts dollars for public resources currently expended to provide pre-kindergarten that meet the standards of the PA Pre-K Counts program. It should be stated that Partners will avoid the use of PA Pre-K Counts funds in a way that replaces services that are currently being provided by Head Start grantees. The Agreement should specifically state that the Partner Agency will not displace existing high quality programs that are in place and serving children, such as Head Start.
  - l. **Appropriate Use of Funds** – Lead Agencies must assure that PA Pre-K Counts funds will only be used for the Partner's PA Pre-K Counts program and classrooms. Lead agencies should identify allowable "uses" for Partner Agencies to avoid funding disallowances.
6. **Oversight and Termination** – The lead agency facilitates partnership activities and delivery of services. Technical assistance and guidance are available through the PA Pre-K Counts Coordinator, Kenneth J. Dady, Jr., Ph.D. Failure to comply with deadlines for OCDEL mandates and amendments and misuse of funds are reasons for termination. The process for termination is as follows:
- a. Inform the PA Pre-K Counts Specialist of the situation with the partner and discuss steps to rectify.
  - b. Meet with the partner and discuss prevailing situation.
  - c. Confirm with a letter outlining the steps to correct the infractions and provide deadline to correct.
  - d. Inform PA Pre-K Counts Specialist of corrections with copy of letter sent to partner.
  - e. If partner has not made corrections within the deadline, a termination letter will be sent to the partner with a copy to the PA Pre-K Counts Specialist.
7. **Financial Reporting Requirements**—Budget and financial reporting responsibilities and expectations of the Lead Agency and Partner(s). Some critical areas are:
- a. **Pass through budgets** – Partner detailed "pass through" budget are required to be provided to OCDEL through the Lead Agency. Lead Agencies are expected to share the budget guidance document, found through links in e-Grants, which explains what is expected in each budget line. Partners are expected to sign and date their pass through budgets.
  - b. **Participation in pre-determined level of financial data reporting** - Lead Agency must determine and inform the Partner Agency as to the date and information required to complete mandatory financial reporting.
  - c. **Payment & compensation requirements**- PDE endorses an advance payment process mirroring that between the Commonwealth and the Lead Agency. However, if the Lead and Partner agree to cost reimbursement, this should include frequent payments (weekly or biweekly) so that partners receive sufficient cash flow. Factors to consider in clarifying this section of the agreement:

- Lead Agency and Partner must discuss and agree upon per child funding budgeted at the Pre-K Counts classroom level.
  - Details regarding the payment schedule for agreed upon services should be described in this section.
  - The Lead Agency retains the right to withhold payments if reports are not filed accurately and/or on time.
  - A clear understanding of the enrollment expectation and potential impact on payment must be clearly stated.
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By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Your Guardian Angel Preschool and Childcare**

By: *Christine Bellamy*  
(Authorized Signature)

*Partner*  
(Title)

*8/19/2021*  
(Date)



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