

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of November 8, 2021

A. Opening

1. Call to Order: Mr. Craig Allen, President, called the meeting to order at 7:15 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, Mr. Benjamin Enders, Board Secretary and Madelyn Gerst, Student Representative.

3. Pledge of Allegiance

B. Presentations

1. Communications: Serena Henry with live stream for
Community message end of mask mandate on January 17, 2022 and we will be back to Health and Safety Plan.

2. President's Report:

a. An executive session was held beginning at 6:00 p.m. prior to the meeting, regarding Legal and Personnel issues.

3. Intermediate Unit Report: None

4. Superintendent's Report:

Recognized Levi Cramer, Network-Computer Technician Specialist, as JSASD October Employee of the Month.

a. FBLA #weSHOREcare presentation - FBLA students and Dolly Oden, Advisor

b. Updated Board Policies: (Attachments)

Policy 338 - Sabbatical Leave

Policy 338.1 - Compensated Professional Leave

Policy 339 - Uncompensated Leave

Policy 341 - Benefits for Part-Time Employees

Policy 707 - Community Use of School Facilities

5. Student Representative Report:

a. FBLA #weSHOREcare project is happening.

b. Students in grades 10 and 12 completed the PAYS (Pennsylvania Youth Survey), the survey focused on drugs and alcohol at home and in the school.

c. Tailgate/bonfire was held on Friday, November 5, 2021 in support of the football team, pizza was provided and there were several activities for students to participate in.

d. Mrs. Machmer's Life Skills class has opened a coffee bar on Wednesday mornings.

C. Courtesy of the Floor on Agenda Items: None

D. Personnel

1. Personnel Items:

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

- a. Professional staff to work for the 21st Century After School program at \$30.00 per hour and support staff to work for \$15.00 per hour.
- b. accepting a letter of resignation from Cody Ulmer, Assistant Middle School Wrestling coach, effective October 26, 2021.
- c. appointment of Heather Garrett to a fulltime custodial position, effective November 9, 2021, at Step C1 of the AFSCME contract, \$14.33 per hour, with a \$.20 per hour shift differential for second shift.
- d. appointment of Coral Utter to a part time Food Service position at the Middle School, \$10.35 per hour, effective November 9, 2021.
- e. Nicolette Russell as a volunteer Cheer coach, effective November 9, 2021.
- g. accepting a letter of resignation from Brandie Brion as a part time (5 hours per day) Learning Support Aide at Jersey Shore Area Elementary School.
- h. appointment of, Brandie Brion, as Salladasburg Elementary 10 month Secretary, effective November 9, 2021, annual salary of \$32,264.00, prorated for the 2021-2022 school year.
- i. appointment of Denise Bosch as a fulltime Special Education paraprofessional at Jersey Shore Area Elementary, effective November 9, 2021, at an annual salary of \$17,359.00.
- j. appointment of Brian Witner as a part time Food Service substitute at \$9.00 per hour, effective November 9, 2021.
- k. correction of the High School Pep Club Advisor stipend for Serena Henry, for the 2021-2022 school year, to \$200.00, she is a co-advisor.
- l. Julie Wagner as a High School Pep Club co-Advisor for the 2021-22 school year at a stipend of \$200.00.
- m. appointment of Hillary Leonard to a School Nurse position for the District, Step M7 of the current teacher contract, (\$59,443 prorated), effective on or after December 6, 2021.

The vote was 8-yes and 1-no for item m. Motion carried.

- f. 10 days without pay for employee 2021-22-04.

A roll call vote was taken as listed below:

Michael Allen	No	Harry Brungard	No
Patrice Doeblar	No	Angela Grant	No
Wayne Kinley	No	Nancy Petrosky	No
Michelle Stemler	No	Mary Thomas	No
Craig Allen	No		

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

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance: None

H. Miscellaneous:

Miscellaneous Items:

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

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

Policy 709 - Building Security
Policy 805.1 - Relations with Law Enforcement Agencies
Policy 218.3 - Discipline of Student Conviction/Adjudication of Sexual Assault
Policy 351 - Drug and Substance Abuse

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

Policy 201 - Admission of Students
Policy 903 - Public Participation in Board Meetings
Policy 918 - Title I Parent and Family Engagement
Policy 805.2 - School Security Personnel
Policy 211 - Student Accident Insurance

c. an Athletic Trainer Physician Supervision agreement between Jersey Shore Area School District and Geisinger Clinic for the 2021-2022 school year. (Attachment)

d. a donation from Lycoming Engines, Williamsport, PA; of support tooling (\$3967.95) for the CTE Manufacturing program.

e. to approve a Statement of Rights and Waiver of Hearing for student 21-22-08 dated November 3, 2021.

f. to approve a Statement of Rights and Waiver of Hearing for student 21-22-09 dated November 4, 2021.

The vote was a unanimous Yes. Motion carried.

I. Old Business: None

J. Courtesy of the Floor for items not on the Board agenda: None

K. Executive Session: None

L. Adjournment

The November 8, 2021 Regular Board Meeting was adjourned at 7:40 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary



Book	Board Policy Manual
Section	300 Employees
Title	Compensated Professional Leaves
Code	338.1
Status	
Legal	1. 24 P.S. 1166.1 2. 24 P.S. 522.2 3. 24 P.S. 1166 4. 24 P.S. 1167 5. 24 P.S. 1171 6. 24 P.S. 1168 7. 24 P.S. 522.1 8. 24 P.S. 1170 9. 24 P.S. 1169
Adopted	January 25, 2010

Purpose

This policy shall establish the district's parameters for granting professional development and classroom occupational exchange leaves for **certificated** administrative **and** professional employees.

Definitions

Professional Development Leave - shall be defined as a leave of absence granted for the purpose of improving professional competency or obtaining a professional certificate or commission. Such leave shall be directly related to an employee's professional responsibilities, as determined by the Board, and be restricted to activities required by state regulation or law.[\[1\]](#)

Classroom Occupational Exchange Leave - shall be defined as a leave of absence granted for the purpose of acquiring practical work experience in business, industry or government.[\[2\]](#)

Authority

The Board shall have sole authority to adopt and enforce policy establishing the conditions for approval of a professional development leave for eligible employees. All requests for such leave shall be subject to review by the Board. The Board may approve or reject a proposed plan for professional development leave.[\[1\]](#)

The Board may grant a leave to eligible employees for classroom occupational exchange leave for the

specified purpose.[\[2\]](#)

Guidelines

PROFESSIONAL DEVELOPMENT LEAVE

Eligibility

To qualify for professional development leave, an eligible employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this school district.[\[3\]](#)

A leave for professional development may be taken for a half or full school term or for two (2) half school terms during a period of two (2) years, at the employee's option.[\[3\]](#)

The total number of administrative employees on such leaves of absence shall not exceed ten percent (10%) of the number of eligible employees. The total number of professional employees on such leaves of absence shall not exceed ten percent (10%) of the number of eligible employees.[\[4\]](#)

Application

Professional development leaves shall be granted only to employees participating in an academic program for the purpose of retaining a professional certificate or commission, further preparation and improvement in an area(s) of certification, additional certification, attaining other appropriate and identifiable educational positions within the school district, or as the Board may require, and upon the recommendation of the Superintendent.[\[1\]](#)

Requests for professional development leave shall be submitted on the district form and forwarded with a detailed plan to the Superintendent.

All required application materials shall be submitted by April 1 for the following school year and by October 1 for the following semester.

Documentation

Applicants for professional development leave shall submit with the application form a detailed plan describing the professional development activities to be undertaken and a statement specifying the benefits of the leave to the employee and the school district. The plan shall provide sufficient information to permit the Board to adequately evaluate the request.[\[1\]](#)

The Board may at any time require additional information from the employee in order to assist the Board in determining whether the leave is being used for the purpose for which it was granted.[\[5\]](#)

The minimum requirements for leave for a half school term shall consist of any one or a combination of the following:[\[1\]](#)

1. Nine (9) graduate credits.
2. Twelve (12) undergraduate credits.
3. One hundred eighty (180) hours of professional development activities.

The minimum requirements for leave for a full school term shall consist of any one or a combination of the following:[\[1\]](#)

1. Eighteen (18) graduate credits.
2. Twenty-four (24) undergraduate credits.

3. Three hundred sixty (360) hours of professional development activities.

Applicants who propose to take graduate or undergraduate credits shall submit notification of acceptance and enrollment from an accredited institution of higher learning for study in courses approved by the Superintendent. The employee shall successfully complete the approved courses and receive passing grades. Upon return from professional development leave, the employee shall submit to the Superintendent within the first month an official transcript of all courses completed. Failure to receive passing grades or to submit required transcripts on time shall result in forfeiture of monies paid by the district. [\[1\]](#)[\[5\]](#)

Applicants who propose to undertake professional development activities shall submit to the Board a detailed plan listing the specific activities. Upon return from professional development leave, the employee shall submit to the Superintendent within the first month a formal report describing the educational activities pursued and their benefits and relevancy. Failure to submit required reports on time shall result in forfeiture of monies paid by the district. [\[1\]](#)[\[5\]](#)

Commitment of Employee

Acceptance of professional development leave incurs a commitment by the employee to return to active duty in this district immediately following the leave for one (1) full school term, unless prevented by illness or physical disability. [\[1\]](#)[\[6\]](#)

Employees shall submit required reports on time or forfeit all compensation and benefits.

Commitment of Employer

At the expiration of the professional development leave, the employee shall be reinstated in the same position held at the time of the granting of the leave. [\[6\]](#)

Time on professional development leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes, but for no other purpose. [\[7\]](#)[\[8\]](#)

Compensation

During the period of professional development leave, an employee shall be compensated at least one-half the salary to which s/he would have been entitled had the employee not taken leave. [\[9\]](#)

While on leave, the employee shall be entitled to insurance benefits provided other employees of a similar classification.

A leave of absence granted for professional development shall also serve as a leave of absence without pay from all other school activities. [\[3\]](#)

Compensable employment may not be engaged in while the employee is on professional development leave.

CLASSROOM OCCUPATIONAL EXCHANGE LEAVE

Application

Requests for classroom occupational exchange leave shall be submitted on the approved district form and forwarded with appropriate documentation to the Superintendent.

All required application materials shall be submitted by April 1 for the following school year.

Documentation

Applicants for classroom occupational exchange leave shall submit with the application form a statement from the employer agreeing to the terms and conditions of the leave, as specified in Board policy.

Upon return from such leave, the employee shall submit to the Board a final report detailing the work experience and its benefits. [\[2\]](#)[\[1\]](#)[\[5\]](#)

Commitment of Employee

Acceptance of classroom occupational exchange leave incurs a commitment by the employee to return to active duty in this district immediately following the leave for one (1) full school term, unless prevented by illness or physical disability. [\[6\]](#)

Commitment of Employer

At the expiration of the classroom occupational exchange leave, the employee shall be reinstated in the same position held at the time of the granting of the leave. [\[6\]](#)

Time on classroom occupational exchange leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes, but for no other purpose. [\[2\]](#)

Compensation

The business, industry or government to whom the employee is assigned during the leave shall fully compensate the school district for all salary, wages, pension and retirement contributions, and other benefits as if the employee were in full-time active service. [\[2\]](#)



Book	Board Policy Manual
Section	300 Employees
Title	Sabbatical Leave
Code	338
Status	
Legal	1. 24 P.S. 1166 2. 24 P.S. 1167 3. 24 P.S. 1171 4. 24 P.S. 1168 5. 24 P.S. 1170 6. 24 P.S. 1169
Adopted	January 25, 2010

Authority

This policy shall establish the district's parameters for granting sabbatical leaves for restoration of health **to certificated administrative and professional** employees.

The Board shall grant sabbatical leaves to **eligible administrative and professional** employees for the purpose of restoration of health **and for other purposes at the discretion of the Board.**[\[1\]](#)

The Board reserves the right to specify the conditions under which sabbatical leaves for restoration of health **or other purposes** may be taken, consistent with law.

Guidelines

Eligibility

To **qualify** for sabbatical leave, an **eligible** employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this school district.[\[1\]](#)

A sabbatical leave may be taken for a half or full school term or for two (2) half school terms during a period of two (2) years, at the employee's option.[\[1\]](#)

The total number of administrative employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees. The total number of professional employees on sabbatical leave at any one time shall not exceed ten percent (10%) of the number of eligible employees.[\[2\]](#)

Application

Requests for sabbatical leave shall be submitted on the approved district form and forwarded with medical documentation to the Superintendent or designee as soon as possible.

The Board shall review each application for sabbatical leave and shall approve those meeting the requirements of **Board policy and applicable law.**

Documentation

Applicants for sabbatical leave shall submit with the application form a supporting medical statement and recommendation from his/her physician.

At both the approximate midpoint of the leave and at least thirty (30) days prior to the conclusion of the leave, a physician's statement shall be submitted to the Superintendent or designee, indicating the extent to which the purpose of the leave has been achieved and evaluating the health status of the employee relative to his/her ability to return to employment.[\[3\]](#)

The Board reserves the right to require at its own expense additional examinations and reports by physicians of its choice to determine **whether the leave is being used for the purpose for which it was granted.**[\[3\]](#)

Commitment of Employee

Acceptance of a sabbatical leave incurs a commitment by the employee to return to active duty in this district immediately following the sabbatical leave for one (1) full school **term**, unless prevented **by illness or physical disability.**[\[4\]](#)

The Board reserves the right to require at its own expense additional examinations and reports by physicians of its choice to determine the employee's ability to return to work.

Commitment of Employer

At the expiration of the sabbatical leave, the employee shall be reinstated in the same position held at the time of the granting of the leave.[\[4\]](#)

Time on sabbatical leave shall be counted as time on the job for purposes of seniority and for retirement fund purposes, but for no other purpose.[\[5\]](#)

Compensation

During the period of sabbatical leave, an employee shall be compensated, **per current school code**, at least one-half the salary to which s/he would have been entitled had the employee not taken leave **and the current PSERS contribution requirement.**[\[6\]](#)

A sabbatical leave granted for restoration of health shall also serve as a leave of absence without pay from all other school activities.[\[1\]](#)

Compensable employment may not be engaged in while the employee is on sabbatical leave.



Book	Board Policy Manual
Section	300 Employees
Title	Uncompensated Leave
Code	339
Status	
Legal	1. 24 P.S. 1154
Adopted	January 25, 2010

Authority

The Board recognizes that in certain situations an **administrative, professional or classified** employee may request extended leave for personal reasons, and the district could benefit from the return of the employee. This policy establishes parameters for granting uncompensated leaves of absence.

The Board reserves the right to specify the conditions under which uncompensated leave may be taken. **All applications for uncompensated leave require approval by the Board, upon recommendation of the Superintendent.** [\[1\]](#)

Uncompensated leave shall be granted in accordance with provisions of the administrative compensation plan, individual contract, collective bargaining agreement or Board resolution.

Guidelines

Application

Requests for uncompensated leave shall be made on the district form to the Superintendent.

Special consideration will be given to emergencies.

Period of Leave

An uncompensated leave may be granted for a period of one (1) semester or one (1) school year. Extensions shall be considered upon proper application.

Commitment of Employee

The employee granted an uncompensated leave of absence shall inform the Board of his/her intentions prior to the scheduled return date.

Commitment of Employer

At the expiration of uncompensated leave, the employee shall be offered the same position

previously held or a like position to that previously held.

Time on uncompensated leave shall not count as time on the job, and fringe benefits shall not be provided unless the employee provides payment for benefits.



Book	Board Policy Manual
Section	300 Employees
Title	Benefits for Part-Time Employees
Code	341
Status	
Legal	1. 24 Pa. C.S.A. 8301 24 Pa. C.S.A. 8301 et seq
Adopted	January 25, 2010

Authority

Benefits for regularly employed part-time **administrative, professional and classified** employees shall be determined in accordance with the terms of an **administrative compensation plan, individual contract,** applicable collective bargaining agreement, **or Board resolution.**

Whenever regularly employed, part-time employees are entitled to fringe benefits normally provided for full-time employees **of the same classification,** such benefits will be established at the time of employment, and the manner of proration determined at that time.

Part-time employees shall be included in the School Employees' Retirement System upon reaching either 500 hours or eighty (80) days of employment, in accordance with law.[\[1\]](#)



Book	Board Policy Manual
Section	700 Property
Title	Community Use of School Facilities
Code	707
Status	
Legal	1. 24 P.S. 775 2. 24 P.S. 511 3. 10 P.S. 328.101 et seq 4. 61 PA Code 901.701 5. 35 P.S. 1223.5 6. 20 U.S.C. 7182 7. 20 U.S.C. 7183 8. Pol. 330 - Overtime 9. Pol. 804 - School Day 24 P.S. 779 22 PA Code 403.1 61 PA Code 901.1 20 U.S.C. 7181 et seq 20 U.S.C. 7905
Adopted	October 12, 2015

Purpose

The Board recognizes that although the primary purpose of the school buildings, facilities and property is to provide students with an appropriate learning environment, the Board may make school facilities available to individuals and community groups without discrimination and in accordance with this policy, provided that the use does not interfere with the educational programs of the schools. **This policy establishes conditions, restrictions and procedures for the use of school facilities for nonschool-sponsored purposes.**

Recognizing the community need for school facilities for recreational, social and educational purposes, the Board has devised this policy which encourages public use of the district's facilities. The Board believes that these endeavors are consistent with the spirit of the public schools. The Board further believes that the district facilities should not be used for individual or corporate financial gain.

Authority

It is the intention of the Board that the school facilities will be available primarily for use by organized residents and community groups within the boundaries of the district. These groups are permitted to use school facilities when such use conforms to the established regulations and does not interfere with the school programs or school maintenance. School facilities may not be used for any activity and/or event forbidden by law or policy.

The Board believes that appropriate fees shall be assessed to the user to cover operation and maintenance costs, particularly additional energy consumption and operating fees. The Board further believes that time during the year must be allowed for detailed maintenance and cleaning of the school facilities. Maintenance/cleaning has priority over public use of the school facilities during June, July, and August. It is during this period that the schools are readied for the coming school year and most maintenance is completed.

The Board directs that the use of school facilities may be granted to individuals and community groups for one (1) of the following prioritized classifications:

Class A	<ol style="list-style-type: none">1. District related non-profit organizations directly related to school-sponsored activities or the support of educational activities in the district. Examples include: student clubs, yearbook and other organizations of a similar purpose.2. School-related activities, which may include PIAA events.3. School-related non-profit organizations such as booster clubs, PTOs and organizations of similar purpose.
Class B	<ol style="list-style-type: none">1. Non-profit organizations unrelated to school activities that provide a beneficial service to the citizens and community of the district as a whole. Examples include: organizations such as the Jersey Shore Community Band, Jersey Shore YMCA, Town Meeting, community youth programs, such as Little League, or community adult programs. These organizations are primarily located and residing within the district for the benefit of the district's students and citizens.2. Lycoming/Clinton region municipal and governmental organizations and related organizations/branches.
Class C	<ol style="list-style-type: none">1. Non-profit/non-school related organizations that provide a beneficial service to the citizens and community of the district as a whole, but may not be primarily located within the district.
Class D	<ol style="list-style-type: none">1. For-profit groups, private interest groups and other organizations that are not directly related to school activities or are not primarily located within the district and are considered nonresident, but may have some beneficial impact on the residents of the community.2. Commercial and profit generating activities that have limited benefit for the district or the community as a whole.

The Board shall establish a schedule of fees for the use of school facilities by approved groups.[1]

Delegation of Responsibility

The Superintendent or designee shall implement administrative regulations or procedures for requesting and granting permission for use of school facilities and shall distribute the necessary information to individuals affected by them.

An application for use of school facilities may be disapproved by the Superintendent because of noncompliance with established policy and procedures.

The food service director or designee shall be responsible for the general supervision of use of school cafeterias with kitchens for functions requiring catering service.

Guidelines

A. General

1. This policy does not create any rights to the use of school buildings and grounds.
2. The Board reserves the right to refuse the use of school buildings and grounds for cause at any time.
3. The Board reserves the right to revoke any permit that has heretofore been approved.
4. The availability of the school facilities shall at all times be subject to the conveniences, requirements, and activities of the school.
5. The district reserves the right to assign necessary employees to staff the building at the expense of the organization using the facilities.
6. The district reserves the right to refuse any application if personnel are not available to accommodate the event(s).

B. Eligibility

1. School, school-related, community or civic/service and other organizations offering a program of sound educational, civic, recreational, or cultural value that is instructive and beneficial are eligible to use the school facilities. Governmental agencies may use school facilities for hearings and public meetings. Religious organizations may hold worship services during non-school hours.
2. At the secondary level, religious secular meetings that are student initiated and supervised by a school employee may be permitted during non-instructional time. School employees who are present, as monitors, may not direct, control, or participate in the meeting. Non-instructional time occurs before school convenes in the morning and after school is dismissed in the afternoon.
3. Non-school persons are prohibited from directing, conducting or regularly attending student-initiated meetings of a religious or political nature.
4. Eligibility will be verified by administrative review. If eligibility is contested, the request will be referred to the Board.

C. Ineligibility

1. The district has a compelling interest to shield its students and personnel from harassment as well as vulgar, obscene and/or inflammatory speech or other similar activities that are not compatible with the mission and function of the district. No organization shall utilize school facilities for any purpose that would tend to violate these interests.
2. No meeting shall be held in or on school facilities for purposes that are essentially commercial in nature.

D. Definitions

1. **School Organizations** - Organizations whose primary purpose and function is support of educational activities of the district. This includes student organizations, community education, PTO, booster clubs and other citizen advisory groups approved by the Board.
2. **Booster Club** - An organization that promotes, assists or augments the mission of the district. Acknowledgement by the district of such an organization's existence is confirmed by the club providing a current list of the names, addresses, phone numbers and email addresses of all officers as well as a copy of its constitution and bylaws.
3. **School-related, Community, Civic/Service Organization** - Any non-profit organization within the district whose primary purpose is the betterment of the community and the providing of service to the residents in general.
4. **Community** - The geographical area encompassed by the district.
5. **Personnel Fee** - Fee charged to building users for personnel costs incurred as a result of a given activity. This includes, but is not limited to, custodians, pool staff, technology staff, maintenance staff, food service staff and security staff.
6. **Operating Fee** - Fee charged for the additional maintenance and administration of an event, such as energy consumption fee or snow removal fee.
7. **Rental Fee** - Fee charged for the temporary use of space.

Application for Use

All requests for the use of facilities, including athletic fields, by internal or external organizations shall be made through the district's online request system, or paper-based forms if the online system is not accessible. Requests shall be submitted at least fourteen (14) days prior to the date the specified facilities shall be requested.

Organizations and groups using school facilities shall be required to designate one (1) adult member of its group to be in charge of and responsible to the applicable building principal for the program or activity at the time the use of the facilities application shall be submitted.

The application must specify the portion of the school facilities requested for use, proposed activities, number of individuals participating, including any anticipated number of swimmers, if requesting the pool, and the date, time and duration of the proposed event. The time of the event must include setup and tear down time and all events must end by the time specified on the application.

All applications for use of athletic fields must receive approval by the Athletic Director.

Along with all completed applications, the individual or group must submit the following:

1. Payment of the specified rental fee.
2. Certificate of insurance with liability coverage of at least \$1 million naming the district as an additional insured.
3. Documentation demonstrating that the user of any school facility assumes full responsibility for personal injury to participants and spectators in agreement with the district's hold harmless clause/statement.

A reservation shall not be made final until the application and the Certificate of Insurance shall be returned and approved by the district designee.

School facilities shall be subject to district inspection at any time during use by individuals or community groups.

Applications will be reviewed and approved, and applications for use of facilities shall not be considered accepted until approved in writing.

Applications for facilities use that are denied will be returned to the requesting organization with an explanation for the denial.

Activities may be postponed or canceled by the applicant, but a request to postpone or cancel must be received at least two days in advance, except in emergencies. Applicants that fail to comply with the cancellation notice will be required to pay 50% of their fee in order to cover the incurred operating costs.

All rental fees and/or other charges are due within thirty (30) days after the billing date.

Applications will be accepted up to one year in advance. Scheduling is completed on a first come/first serve basis with the following exceptions:

1. Class A groups will be given priority in use of any facilities. They may negate any previously approved events if a conflict occurs.
2. Class B groups will have second priority. Class B may negate Class C or D events, but not Class A events.
3. Interscholastic athletic events will have priority over all other events.

Restrictions in Use of Facilities

An organization/individual shall not be permitted to use school facilities if it interferes with school programs. The district may cancel any permits for school use in the event that a conflict with school programs develop. The district will strive to give as much advance notice as possible in the event of a cancellation.

No application to use school facilities shall be approved if the proposed activity would result in any of the following:

1. Access to school facilities closed due to renovations, maintenance, cleaning, school calendar conflicts or Board action.
2. Access to school facilities containing equipment or furnishings which would be detrimental to the operation of a district program if damaged or operated by an unqualified operator.
3. Access to school facilities that would prevent or encumber district personnel from preparing school facilities for their primary purpose, because of the nature or duration of the activity.

Limitations

When individuals or organizations receive written permission to use school facilities under this policy, such use shall be conditioned upon strict compliance with the following:

1. The use of any school facility will automatically be canceled when the facilities have been closed by school authorities because of a local, state or natural disaster or emergencies such as fire, flood, storms, mechanical failure, etc. When classes are canceled or dismissed early due to inclement weather, all building activities will be canceled.[9]
2. The district reserves the right to cancel any weekend activities at its discretion.
3. The use of the school facility must comply with all state laws, local ordinances and rules of the police and fire departments regarding public assemblies. The approved applicant must arrange adequate police protection for all public assemblies.

4. No chairs or other obstructions may be placed in aisle, entrances or exit areas.
5. Outdoor school facilities shall be closed and off limits after dark, except for those areas lighted for night time use.
6. Organizations/individuals which charge admission shall be fully responsible for paying any taxes as required by law.
7. Individuals shall not access or enter any portion of the school facilities or use the contents of the school facility not specified in the approved written application.
8. Organizations/Individuals using the approved, designated school facilities shall be responsible for the conduct of both participants and spectators and shall make adequate provisions to manage anticipated crowds.
9. Organizations/Individuals using the school facility shall not be permitted at any time to change the electrical or electronic circuits in the facility.
10. Organizations/Individuals must identify additional equipment to be used at the event which cannot be plugged into existing receptacles. Additional electrical equipment must be inspected by and approved by a member of the district Buildings and Grounds staff, and organizations may be charged additional fees for electrical use. The district will be the sole determiner if additional fees are needed.
11. Storage or scenery or other property in school facilities shall not be permitted without the prior permission of the building principal.
12. Putting up scenery or decorations or moving district furnishings/equipment shall be prohibited unless granted permission by the building principal.
13. All decorations, if approved, must be fire proof and subject to approval of school officials. No decorations shall be fastened to the floors, wall, and ceilings with nails, screws or any other fasteners/adhesives that will damage the finish of the floors, walls and ceilings.
14. No open flame decorations shall be used.
15. Any and all approved decorations, furnishings and equipment, and debris, shall be removed by the user immediately upon termination of the activity.
16. Individuals shall refrain from any conduct or activities not specifically identified in the approved written application form.
17. Only gym shoes or sneakers shall be permitted on gym floors when utilized for sports.
18. When advertising or promoting activities held at school facilities, individuals or organizations shall clearly identify that the activities are not being sponsored by the district.
19. School equipment used in conjunction with the facilities request shall be identified when the application is submitted. Users of school equipment must accept liability for any damage to or loss of equipment that occurs while in their use. Where rules so specify, no equipment may be used except by a qualified operator provided by the district.
20. All events involving elementary age children/elementary school facilities must end by 8:30 pm on nights when school is in session the following day.
21. All events involving middle school/high school age children/secondary school facilities must end by 9:30 pm on nights when school is in session the following day.

The district reserves the right to request any individual or organization to arrange for school security to be present at any event. The exact number of security staff required and applicable rates shall be determined by the district.

School authorities, at their discretion, may take action as may be necessary to preserve order and to protect school property and the taking of such action shall not in any way relieve the applicant of responsibility in that regard.

Prohibited Activities

The following activities are strictly prohibited in school facilities when individuals and organizations are granted written permission to use school facilities:[2]

1. Direct payments to district staff including overtime.
2. Possession of food or beverages in the auditorium, gym, pool or in any room not reserved for such purpose.
3. Possession, use or distribution of alcoholic beverages and/or **controlled substances prohibited by state or federal law.**
4. Possession of weapons.
5. Conduct that would alter, damage or be injurious to any district property, equipment or furnishings.
6. Conduct that would constitute a violation of the Pennsylvania Crimes Code and/or state and federal laws and regulations.
7. Gambling, games of chance, lotteries, raffles or other activities requiring a license under the Local Option Small Games of Chance Act, unless such activity has been expressly authorized by the Board or the Superintendent.[3][4]
8. Use of tobacco products **and vaping products, including the product marketed as Juul and other e-cigarettes, as defined in the law.**[4][5][6][7]

Products approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, are permitted, as long as the product is not inhaled.

9. **Medical marijuana products as prohibited by federal law.**
10. The Board may designate specific areas for tobacco use by the public on property owned, leased or controlled by the district that is at least fifty (50) feet from school buildings, stadiums and bleachers.[5]

Violations

The district reserves the right to remove from district premises any individual or organization that fails to comply with the terms and conditions of this policy and established procedures.[2]

In the event an individual or organization violates this policy or the terms under which permission was granted to use school facilities, that individual or organization forfeits the right to submit future written requests to use district property, unless otherwise approved by the Board.

Fee Schedule

Use of school facilities for activities directly related to the educational program and district operations shall be without cost to users, except that the user shall be responsible for personnel fees.

Payment of use of facilities fees shall be accordance with the schedule of usage fees or rental charges approved by the district. All checks shall be made payable to the Jersey Shore Area School District.

The fee schedule shall be reviewed and published annually on the district web site.

Fees will be assessed according to the following schedule, with additional fees for special use areas:

- Class A: No fee if during normal school/staff working hours
- Class B: Personnel Fee
- Class C: Personnel Fee, Operating Fee, Rental Fee
- Class D: Personnel Fee, Operating Fee, Rental Fee

Special Use Area Fees

1. Pool - All Class A, B, C and D will be assessed personnel fees. Class C and Class D will be assessed operating fees and rental fees.
2. Computer Labs - All Class B, C and D will be assessed personnel fees. Class C and Class D will be assessed operating fees and rental fees.
3. Stage - All Class B, C and D will be assessed personnel fees. Class C and Class D will be assessed operating fees and rental fees.
4. Athletic Fields - All Class A, B, C, and D will be assessed personnel fees and operating fees. Class C and Class D will be assessed operating fees and rental fees.
5. Kitchens - All Class A, B, C, and D will be assessed personnel fees and operating fees. Class C and Class D will be assessed rental fees.
6. Other - Fees may be assessed for use of any district owned equipment. Arrangements for any use of equipment must be requested and approved in advance. The district may require an applicant to secure police protection and assume associated costs for any event.

Wear and Tear

Individuals or organizations granted use of school facilities shall be required to restore to original condition any property destroyed or suffering from more than normal wear and tear. The district shall be the sole judge of destruction of property or excessive wear and tear.

Use of District Staff

Individuals or organizations requiring use of district staff shall be billed at the current hourly rate for overtime.

Payment of overtime for district staff shall be made by the district, in accordance with Board policy.[8]

Such district staff includes:

1. Off-duty custodians/maintenance staff to remain after the normal workday, including additional time for opening and closing a building.
2. Off-duty certified food service staff to be present for the use of school cafeterias with kitchens

for functions, including catering service requiring a member of the certified district staff to be on duty during the event.

3. Off-duty technology staff or other appropriate staff for use of stage facilities, audiovisual equipment, computer labs or other technology facility and to operate the district-owned equipment.
4. In the event that the required district staff shall not be available, the facility request shall be denied.

Use of Pool Facilities

A minimum of two (2) certified lifeguards shall be present during all pool activities. The fee for such staff shall be in addition to the pool rental costs. The ratio of certified lifeguards for the number of swimmers shall be strictly adhered to.



Book	Board Policy Manual
Section	200 Pupils
Title	Discipline of Student Convicted/Adjudicated of Sexual Assault
Code	218.3
Status	
Legal	<ol style="list-style-type: none"> 1. 24 P.S. 1318.1 2. 18 Pa. C.S.A. 3121 3. 18 Pa. C.S.A. 3122.1 4. 18 Pa. C.S.A. 3123 5. 18 Pa. C.S.A. 3124.1 6. 18 Pa. C.S.A. 3125 7. 18 Pa. C.S.A. 3126 8. Pol. 218 - Student Discipline 9. Pol. 233 - Suspension and Expulsion 10. Pol. 103 - Discrimination/Title IX Sexual Harassment Affecting Students 11. Pol. 252 - Dating Violence 12. 20 U.S.C. 1400 et seq 13. 34 CFR Part 300 14. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities 15. Pol. 113.1 - Discipline of Students with Disabilities 16. Pol. 113.2 - Behavior Support 17. Pol. 113.3 - Screening and Evaluations for Students with Disabilities 18. Pol. 200 - Enrollment of Students

Purpose

The Board recognizes the importance of a safe school environment for students who are victims of sexual assault. This policy addresses disciplinary requirements for a student convicted or adjudicated delinquent of sexual assault upon another district student. [\[1\]](#)

Definitions

Conviction – means the finding of guilty by a judge or a jury or the entry of a plea of guilty or nolo contendere for sexual assault whether or not judgment of sentence has been imposed. [\[1\]](#)

School setting – means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school. [\[1\]](#)

School-sponsored activity – means any assemblies, field trips, class trips, graduation ceremonies, athletics, extracurricular activities, clubs, groups, teams or any activities sponsored, held or approved by the district.[1]

Sexual assault – means any of the following offenses:[1]

1. Rape.[2]
2. Statutory sexual assault.[3]
3. Involuntary deviate sexual intercourse.[4]
4. Sexual assault.[5]
5. Aggravated indecent assault.[6]
6. Indecent assault.[7]

Authority

The Board shall comply with the disciplinary requirements established by state law regarding students who have been convicted or adjudicated delinquent of sexual assault upon another student enrolled in this district, regardless of whether the sexual assault took place inside or outside of the school setting.[1][8][9]

Delegation of Responsibility

A student who is convicted of sexual assault upon another student enrolled in this district shall be required to notify the Superintendent or designee of the conviction no later than seventy-two (72) hours after the conviction.[1]

Upon report of a conviction or adjudication of sexual assault upon a district student, the Superintendent or designee shall take one (1) of the following actions against the convicted or adjudicated student:[1]

1. Recommend that the Board expel the student, in accordance with law and Board policy.[9]
2. Transfer the student to an alternative education program.

If the convicted or adjudicated student has already been expelled, transferred or reassigned, or if the victim does not attend the same school, no additional action regarding expulsion, transfer or reassignment is required by the district. Although action is not required, the district maintains the authority to make an alternative assignment or provide alternative educational services during or after an expulsion at the discretion of the Superintendent or designee.[1]

Upon report of a conviction or adjudication of sexual assault upon a district student that occurred in the school setting, the Superintendent or designee shall notify the Title IX Coordinator to determine whether the incident has been addressed in accordance with applicable Board policy.[10][11]

Guidelines

In the case of a student with a disability, including a student for whom an evaluation is pending, prior to implementing any disciplinary removal or considering a change of placement for the student, the district shall coordinate with the student's Individualized Education Program (IEP) team and take all steps required to comply with state and federal laws and regulations, and Board policies.[1][12][13][14][15][16][17]

The district shall ensure that the convicted or adjudicated student is prohibited from taking part in the following activities at the same time as the victim:[1]

1. Being educated in the same school building.
2. Being transported on the same school vehicle.
3. Participating in the same school-sponsored activity.

Return of Student to School

The district may return the student who is expelled, transferred or reassigned, to the student's originally assigned school if the following circumstance occurs:[\[1\]](#)

1. The conviction or adjudication has been reversed and is not pending appeal.

Transfer Students

When the school district receives a student who transfers from a public or private school during or after an expulsion period for an act or offense involving a sexual assault conviction or adjudication, the district may assign that student to an alternative assignment or may provide alternative education services.[\[1\]](#)^[18]



Book	Board Policy Manual
Section	300 Employees
Title	Drug and Substance Abuse
Code	351
Status	
Legal	1. 35 P.S. 780-101 et seq 2. 41 U.S.C. 8101 3. 24 P.S. 111 4. 41 U.S.C. 8103 5. 24 P.S. 527 6. 41 U.S.C. 8104 7. 24 P.S. 1302.1-A 8. 24 P.S. 1303-A 9. 22 PA Code 10.2 10. 22 PA Code 10.21 11. 35 P.S. 780-102 12. Pol. 805.1 - Relations with Law Enforcement Agencies 41 U.S.C. 8101 et seq Pol. 317 - Conduct/Disciplinary Procedures

Purpose

The Board recognizes that the misuse of drugs by administrative, professional and classified employees is a serious problem with legal, physical and social implications for the whole school community and is concerned about the problems that may be caused by drug use by district employees, especially as the use relates to an employee's safety, efficiency and productivity.

The primary purpose and justification for any district action will be for the protection of the health, safety and welfare of students, staff and school property.

Definitions

Drugs - shall be defined as those outlined in the Controlled Substance, Drug, Device and Cosmetic Act.[\[1\]](#)

Conviction - a finding of guilt, including a plea of nolo contendere, an imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.[\[2\]](#)

Criminal Drug Statute - a federal or state criminal statute involving the manufacture, distribution, dispensation, use or possession of a controlled substance. [\[2\]](#)

Drug-free Workplace - the site for the performance of work at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance. [\[2\]](#)

Authority

The Board requires that each administrative, professional and classified employee be given notification that, as a condition of employment, the employee will abide by the terms of this policy and notify the district of any criminal drug statute conviction for a violation occurring in the workplace immediately, but no later than seventy-two (72) hours, after such conviction. [\[3\]](#)[\[4\]](#)

Any employee convicted of delivery of a controlled substance or convicted of possession of a controlled substance with the intent to deliver shall be terminated from his/her employment with the district. [\[5\]](#)[\[1\]](#)

Delegation of Responsibility

A statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the employee's workplace shall be provided by the Superintendent or designee and shall specify the actions that will be taken against the employee for violation of this policy, up to and including termination and referral for prosecution. [\[4\]](#)[\[6\]](#)

Within ten (10) days after receiving notice of the conviction of a district employee, the district shall notify any federal agency or department that is the grantor of funds to the district. [\[4\]](#)

The district shall take appropriate personnel action within thirty (30) days of receiving notice against any convicted employee, up to and including termination, **or** require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency. [\[4\]](#)[\[6\]](#)

In establishing a drug-free awareness program, the Superintendent or designee shall inform employees about: [\[4\]](#)

1. Dangers of drug abuse in the workplace.
2. Board's policy of maintaining a drug-free workplace.
3. Availability of drug counseling, drug rehabilitation, and employee assistance programs.
4. Penalties that may be imposed for drug abuse violations occurring in the workplace.

The district shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [\[4\]](#)

Guidelines

The Superintendent or designee shall immediately report incidents involving the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act by any employee while on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies. [\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of possession, use or sale of controlled substances or drug paraphernalia to the Office for Safe Schools on the required form.[\[8\]](#)[12]



Book	Board Policy Manual
Section	700 Property
Title	Building Security
Code	709
Status	
Legal	<ol style="list-style-type: none">1. Pol. 805 - Emergency Preparedness2. Pol. 805.2 - School Security Personnel3. Pol. 907 - School Visitors <p>24 P.S. 510</p> <p>Pol. 705 - Facilities and Workplace Safety</p>
Adopted	February 27, 2017

Purpose

The Board recognizes the need to maintain security of school facilities for reasons of safety, vandalism and theft.

Delegation of Responsibility

Building security shall be coordinated by the School Safety and Security Coordinator, with the cooperation of district administrators, building principals and district staff. **[1][2]**

The Superintendent or designee shall develop administrative regulations designating who may be authorized to access district building(s), the designated level of access and who may have after-hours access to district facilities.

Guidelines

After the start of the school day, access to school buildings shall be limited to one (1) entrance that is monitored and capable of controlling visitor entry. All other entrances shall be locked, and designated school staff shall follow established Board policy and procedures for entry of school visitors and other authorized individuals into school buildings. **[3]**

A log of employees with access codes and building keys shall be maintained in the office of the Superintendent or a designee.

A set of master and/or duplicate keys shall be kept in the custody of the Superintendent or designee and maintained in a safe and secured location.

After hours entry to school buildings shall be controlled by the school security officer/custodian on duty.

Entry to a school building shall be prohibited when a person authorized as a district representative (paid district employee) for the building is not present.



Book	Board Policy Manual
Section	800 Operations
Title	Relations With Law Enforcement Agencies
Code	805.1
Status	

Legal

1. [22 PA Code 10.1](#)
2. [24 P.S. 1303-A](#)
3. Pol. 805 - Emergency Preparedness
4. Pol. 805.2 - School Security Personnel
5. [22 PA Code 10.11](#)
6. [22 PA Code 10.2](#)
7. [35 P.S. 780-102](#)
8. Pol. 218 - Student Discipline
9. Pol. 218.1 - Weapons
10. Pol. 218.2 - Terroristic Threats
11. Pol. 222 - Tobacco/Nicotine
12. Pol. 227 - Controlled Substances/Paraphernalia
13. [22 PA Code 10.23](#)
14. [22 PA Code 14.104](#)
15. Pol. 113 - Special Education
16. Pol. 113.2 - Behavior Support
17. [22 PA Code 14.133](#)
18. Pol. 113.4 - Confidentiality of Special Education Student Information
19. Pol. 216 - Student Records
20. Pol. 333 - Professional Development
21. Pol. 806 - Child Abuse
22. Pol. 819 - Suicide Awareness, Prevention and Response
23. Pol. 824 - Maintaining Professional Adult/Student Boundaries
24. [22 PA Code 10.21](#)
25. [22 PA Code 10.22](#)
26. [24 P.S. 1302.1-A](#)
27. Pol. 103.1 - Nondiscrimination - Qualified Students with Disabilities
28. Pol. 113.1 - Discipline of Students with Disabilities
29. Pol. 323 - Tobacco and Vaping Products
30. Pol. 351 - Drug and Substance Abuse
31. Pol. 904 - Public Attendance at School events
- [22 PA Code 10.24](#)
- Pol. 909 - Municipal Government Relations

Adopted

October 12, 2015

Purpose

The Board recognizes that cooperation with law enforcement agencies is considered essential for protecting students and staff, maintaining a safe environment in schools, and safeguarding district property.

Authority

It shall be the policy of the Board to establish and maintain a cooperative relationship between the school district and local police departments in maintaining school safety and security; responding to school safety and security reports; and reporting and resolution of incidents that occur on school property, at any school-sponsored activity, or on any conveyance providing transportation to or from a school or school-sponsored activity. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Board directs the Superintendent to execute and update, on a biennial basis, a memorandum of understanding with each local police department that has jurisdiction over school property in accordance with state law and regulations. [\[2\]](#)[\[5\]](#)

Definition

Incident - an instance involving an act of violence; the possession of a weapon by any person; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco by any person on school property; or conduct that constitutes an offense listed under the Safe Schools Act. [\[2\]](#)[\[6\]](#)[\[7\]](#)

Guidelines

Memorandum of Understanding

In accordance with state law and regulations, the Superintendent shall execute and update, every two (2) years, a memorandum of understanding with each local police department that has jurisdiction over school property. The memorandum of understanding shall be signed by the Superintendent, police chief and each building principal, and be filed with the Office for Safe Schools. [\[2\]](#)[\[5\]](#)

In developing and updating the memorandum of understanding, the district shall consult and consider the State Board of Education model memorandum of understanding. If the district's memorandum of understanding with local law enforcement contains substantive differences from the State Board of Education model memorandum of understanding, the Superintendent shall provide a written statement which identifies the differences and the reasons for the differences as part of the biennial filing with the Office for Safe Schools. [\[2\]](#)[\[5\]](#)

The memorandum of understanding shall comply with state law and regulations and set forth procedures to be followed regarding incidents that include, but are not limited to, acts of violence, weapons, terroristic threats, controlled substances, alcohol and tobacco. [\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)

The memorandum of understanding may specify other matters related to crime prevention mutually agreed upon by the Superintendent and the local police department that has jurisdiction over the school property. [\[2\]](#)

Students With Disabilities

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district. [\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program. [\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)

Training

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training related to subjects that enhance understanding of and build positive relationships with students, which may include but not be limited to training on trauma-informed approaches, restorative practices, suicide awareness and prevention, child abuse recognition and reporting, maintaining confidentiality of students' personally identifiable information and maintaining professional adult/student boundaries.[18][19][20][21][22][23]

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[2][6][8][9][10][11][12][16][24][25][26][27][28][29][30][31]

Safe Schools Report

Annually, by July 31, the Superintendent shall report on the designated form, to the Office for Safe Schools, all new incidents as required by state law.[2]

Prior to submitting the Safe Schools report, the Superintendent and each police department having jurisdiction over school property shall do all of the following:

1. No later than thirty (30) days prior to the deadline for submitting the Safe Schools report to the Office for Safe Schools, the Superintendent shall submit the report to the police department that has jurisdiction over the relevant school property. The police department shall review the report and compare the data regarding criminal offenses and notification of law enforcement to determine whether the report accurately reflects police incident data.
2. No later than fifteen (15) days prior to the deadline for the Superintendent to submit the report to the Office for Safe Schools, the police department shall notify the Superintendent, in writing, whether the report accurately reflects police incident data. Where the police department determines that the report accurately reflects police incident data, the chief of police shall sign the report. Where the police department determines that the report does not accurately reflect police incident data, the police department shall indicate any discrepancies between the report and police incident data.
3. Where a police department fails to take action as required above, the Superintendent shall submit the report to the Office for Safe Schools and indicate that the police department failed to take the required action.



Book	Board Policy Manual
Section	200 Pupils
Title	Admission of Students
Code	201
Status	
Legal	1. 22 PA Code 11.12 2. 22 PA Code 11.41 3. 24 P.S. 1301 4. 22 PA Code 11.15 5. 24 P.S. 1304 6. 24 P.S. 1326 7. 22 PA Code 11.16 8. 22 PA Code 11.14 9. Pol. 200 - Enrollment of Students 10. Pol. 203 - Immunizations and Communicable Diseases 24 P.S. 503 22 PA Code 4.41
Adopted	January 26, 2009

Authority

The Board shall establish age requirements for the admission of students to first grade and to kindergarten that are consistent with state law and regulations. [\[1\]](#)[\[2\]](#)[\[3\]](#)

Guidelines

First Grade

Beginners are students entering the lowest grade of the primary school above the kindergarten level. The Board establishes the district's entry age for beginners as 6 years by September 1, in accordance with state law and regulations. [\[4\]](#)[\[5\]](#)[\[6\]](#)

The Board may admit as a beginner a child who is five (5) years old and demonstrates readiness for entry by the first day of the school term, upon the written request of the parent/guardian, recommendation of the district psychologist, and approval of the Superintendent. [\[7\]](#)

The Board is not required to admit as a beginner any child whose age is less than the district's established admission age for beginners. [\[7\]](#)

Kindergarten

The Board establishes the district's entry age for kindergarten as 5 years by September 1, in accordance with state law and regulations. [\[8\]](#)

Delegation of Responsibility

The Superintendent or designee shall require that the parent/guardian of each student who registers for entrance to school shall submit proof of age, residency, and required immunizations. [\[9\]](#)[\[10\]](#)



Book	Board Policy Manual
Section	200 Pupils
Title	Student Accident Insurance
Code	211
Status	
Legal	1. 24 P.S. 511

Purpose

The Board recognizes the need for insurance coverage for unforeseen accidents that may occur to students in the course of attendance at school or participation in the athletic and extracurricular programs of the schools.

Authority

The Board shall require parents/guardians of students who participate in an interscholastic sport, cheerleader program, band program and designated extracurricular programs to purchase the student accident insurance available through the school district or provide proof of comparable insurance, prior to the student's participation.

The Board shall provide, at no cost to the Board, parents/guardians the opportunity to purchase insurance coverage for students while participating in:

1. Any activity during school hours.
2. Any activity sponsored by the school.
3. Any activity round-the-clock.

The premium will be paid by the parents/guardians.

Delegation of Responsibility

The Superintendent or designee shall be responsible to:

1. Prepare specifications and secure suitable coverage from qualified insurance carriers for recommendation and Board approval.
2. Notify all students and parents/guardians of students who may be eligible for insurance purchase.
3. Ensure that where the Board assumes the full cost of insurance, each eligible student is properly insured.



Book	Board Policy Manual
Section	800 Operations
Title	School Security Personnel
Code	805.2
Status	

Legal

1. [24 P.S. 1301-C](#)
2. [24 P.S. 1309-B](#)
3. Pol. 146 - Student Services
4. Pol. 227 - Controlled Substances/Paraphernalia
5. Pol. 236 - Student Assistant Program
6. Pol. 249 - Bullying/Cyberbullying
7. Pol. 351
8. Pol. 805 - Emergency Preparedness
9. Pol. 819 - Suicide Awareness, Prevention and Response
10. [24 P.S. 1305-B](#)
11. Pol. 006 - Meetings
12. Pol. 235.1 - Surveys
13. Pol. 805.1 - Relations with Law Enforcement Agencies
14. [24 P.S. 1302-C](#)
15. [24 P.S. 1310-C](#)
16. [24 P.S. 1311-C](#)
17. Pol. 304 - Employment of District Staff
18. Pol. 818 - Contracted Services
19. [24 P.S. 1303-C](#)
20. [24 P.S. 1304-C](#)
21. [24 P.S. 1305-C](#)
22. [22 PA Code 10.23](#)
23. [22 PA Code 14.104](#)
24. [22 PA Code 14.133](#)
25. Pol. 113.2 - Behavior Support
26. [24 P.S. 1306-C](#)
27. [24 P.S. 1307-C](#)
28. Pol. 909 - Municipal Government Relations
29. [24 P.S. 1313-C](#)
30. [24 P.S. 1314-C](#)
31. Pol. 907 - School Visitors
32. [24 P.S. 1309-C](#)
33. [42 Pa. C.S.A. 8953](#)
34. [53 Pa. C.S.A. 2303](#)
- [53 Pa. C.S.A. 2301 et seq](#)
- Pol. 705 - Facilities and Workplace Safety
- Pol. 709 - Building Security

Authority

The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities.

Definitions

School security personnel - school police officers, school resource officers and school security guards.[\[1\]](#)

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the district for the purpose of performing school security services.[\[1\]](#)

Third-party vendor - a company or entity approved by the Office for Safe Schools of the PA Department of Education or the PA Commission on Crime and Delinquency that provides school security services in accordance with law.[\[1\]](#)

Delegation of Responsibility

The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law.[\[2\]](#)

The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following:[\[2\]](#)

1. Oversee all School Resource Officers (SROs), school security guards and event staff.
2. Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.
3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying, substance abuse, and emergency procedures and training drills, including fire, natural disaster, active shooter, hostage situation and bomb threat.[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)
4. Coordinate a tour of the district's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.
5. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
6. Coordinate School Safety and Security Assessments and respond to School Safety and Security surveys, as applicable.[\[8\]](#)[\[10\]](#)

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Board at an executive session on the district's current safety and security practices, and identify strategies to improve school safety and security.[\[2\]](#)[\[11\]](#)

The Board directs the School Safety and Security Coordinator to include the following information in the annual report:

1. Reports of required emergency preparedness, fire, bus evacuation and school security drills.[\[8\]](#)
2. Information on required school safety and security training and resources provided to students and staff.
3. Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety

reports received.

4. Behavioral health and school climate information, including aggregate data from surveys and assessments issued in the district, information on referrals and services accessed by students and families, and identification of additional resources needed in the district.[12]
5. Office for Safe Schools reports for the previous year(s) and/or data collected to date for the current year.
6. Updates regarding the district's Memorandum of Understanding with local law enforcement agencies.[13]
7. Updates to laws, regulations and/or Board policies related to school safety and security.
8. Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
9. Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report shall be submitted to the state's School Safety and Security Committee.[2]

The Superintendent or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in performance of their duties **only if**, and to the extent, authorized by the Board, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer or in a contract with an independent contractor or third-party vendor approved by the Board.

Guidelines

School Resource Officers (SROs)

The district shall establish an agreement with Tiadighton Valley Regional Police Department, in accordance with the provisions of law, for the assignment of a School Resource Officer(s) to specified district schools.[1][28]

School Resource Officer (SRO) - a law enforcement officer commissioned and employed by a law enforcement agency whose duty station is located in the district and whose stationing is established by an agreement between the law enforcement agency and the district. The term includes an active certified sheriff or deputy sheriff whose stationing in the district is established by a written agreement between the county, the sheriff's office and the district.[1]

The agreement shall address the powers and duties conferred on SROs, which shall include but not be limited to:[29]

1. Assist in identification of physical changes in the environment which may reduce crime in or around a school.
2. Assist in developing Board policy, administrative regulations or procedures which address crime, and recommending procedural changes.
3. Develop and educate students in crime prevention and safety.
4. Train students in conflict resolution, restorative justice and crime awareness.
5. Address crime and violence issues, gangs and drug activities affecting or occurring in or around

a school.

6. Develop or expand community justice initiatives for students.

7. Other duties as agreed upon between the district and municipal agency.

SROs shall successfully complete required training, in accordance with law. [\[29\]](#)

School Security Guards

The district shall employ one or more school security guards, in accordance with the provisions of law. [\[1\]](#)[\[17\]](#)[\[18\]](#)[\[30\]](#)

School security guard - an individual employed by the district or a third-party vendor or an independent contractor who is assigned to a school for routine safety and security duties, and has not been granted powers by the court to issue citations, detain individuals or exercise the same powers as exercised by police of the municipality in which the school property is located, in accordance with law. An independent contractor or individual employed by a third-party vendor contracted with the district shall meet the requirements of contracted services personnel, in accordance with Board policy, and the provisions of applicable law. [\[1\]](#)[\[16\]](#)[\[18\]](#)[\[30\]](#)

School security guards shall provide the following services, as directed by the district: [\[30\]](#)

1. School safety support services.
2. Enhanced campus supervision.
3. Assistance with disruptive students.
4. Monitoring visitors on campus. [\[31\]](#)
5. Coordination with law enforcement officials, including SROs.
6. Security functions which improve and maintain school safety.

School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Board policy. [\[30\]](#)

The district shall employ one or more event staff.

Event Staff

Event staff shall provide the following services, as directed by the district and head security guard:

1. Assist Security guard(s) in providing a safe and secure environment.
2. Assist law enforcement as directed by the head security guard or district administrator.
3. Direct traffic and parking.

The district shall enter into a cooperative police service agreement(s) with a municipality(ies), in accordance with the provisions of law. [\[28\]](#)[\[32\]](#)[\[33\]](#)[\[34\]](#)

The district shall enter into an intergovernmental agreement(s) otherwise providing for School Resource Officers with other political subdivisions, in accordance with the provisions of law. [\[28\]](#)[\[29\]](#)[\[34\]](#)



Book	Board Policy Manual
Section	900 Community
Title	Public Participation in Board Meetings
Code	903
Status	
Legal	1. 65 Pa. C.S.A. 710 2. 65 Pa. C.S.A. 710.1 3. 65 Pa. C.S.A. 712.1 4. 24 P.S. 407 5. Pol. 006 - Meetings 6. 65 Pa. C.S.A. 711 7. 65 Pa. C.S.A. 709 65 Pa. C.S.A. 701 et seq Pol. 906 - Public Complaints

Purpose

The Jersey Shore Area School District Board of Directors (Board) recognizes the value to school governance of public comment on educational issues and the importance of involving members of the public in Board meetings. The Board also recognizes its responsibility for proper governance of the Jersey Shore Area School District (school district) and the need to conduct its business in an orderly and efficient manner.

Authority

The Board adopts this policy to govern public participation in Board meetings necessary to conduct its meeting and to maintain order. [\[1\]](#)

In order to permit fair and orderly expression of public comment, the Board shall provide an opportunity at each open meeting of the Board for residents and taxpayers to comment on matters of concern, official action or deliberation which are or may be before the Board prior to official action by the Board. The Board will have two (2) public comment sessions each being a maximum of 30 minutes in length. [\[2\]](#)[\[3\]](#)

The Board shall require that the first public comments be made at the Courtesy of the Floor before each meeting to pertain to the evening's agenda only.

The Board shall require that the second public comments be made after the business of the evening to pertain to anything other than the evening's agenda.

If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting occurring before the next regular meeting.[\[2\]](#)

When an item is added to the agenda after the public comment period has ended, the Board shall offer a further public comment opportunity limited to the added item(s).[\[2\]\[3\]](#)

Delegation of Responsibility

The presiding officer at each open Board meeting shall follow Board policy for the conduct of open meetings. Where the presiding officer's ruling is disputed, it may be overruled by a majority of those school directors present and voting.[\[4\]](#)[\[5\]](#)

Guidelines

Whenever issues identified by the participant are subject to remediation under policies and procedures of the Board, they shall be dealt with in accordance with those policies and procedures and the organizational structure of the district.

The Board requires that public participants be residents or taxpayers of this district or:

1. anyone representing a group in the community or school district.
2. any representative of a firm eligible to bid on materials or services solicited by the Board.
3. any district employee.
4. any district student.

Participants must sign in to be addressed; before the Board meeting for the first Courtesy of the Floor to be recognized by the presiding officer and must preface their comments by an announcement of their name, address, topic (i.e., agenda item) and group affiliation if applicable.

The second Courtesy of the Floor participants must be recognized by the presiding officer and must preface their comments by an announcement of the name, address, topic and group affiliation if applicable.

Each recognized organization shall designate one (1) individual to address the Board.

Each statement made by a participant shall be limited to three (3) minutes duration, unless the Board President extends the time limit.

No participant may speak more than once on the same topic, unless all others who wish to speak on that topic have been heard.

All statements shall be directed to the presiding officer; no participant may address or question Board members individually. Questions of fact asked by the public will, when appropriate, be answered by the Superintendent or designee. Questions requiring investigation will be referred by the Superintendent to the appropriate employee for later reporting to the Board and public. As appropriate, questions submitted may be referred to the "Right to Know" process by the presiding officer or Superintendent (Administration).

The presiding officer may:

1. interrupt or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant.
2. request any individual to leave the meeting when that person does not observe reasonable decorum.
3. request the assistance of law enforcement officers to remove a disorderly person when the person's conduct interferes with the orderly progress of the meeting.

4. call a recess or adjourn to another time when the lack of public decorum interferes with the orderly conduct of the meeting.
5. waive these rules with the approval of the Board.
6. omitted agenda items will not be addressed during the first Courtesy of the Floor.

Electronic recording devices and cameras, in addition to those used as official recording devices, shall be permitted at open meetings under guidelines established by the Board. [\[6\]](#)

No placards or banners will be permitted within the meeting room.

The meeting agenda and all pertinent documents shall be available to the press and public at the meetings, with reasonable attempts to publish electronically on the school district's website (www.jsasd.org) on the date of the respective meeting. [\[7\]](#)

[Board Meeting Sign IN Sheet.pdf \(8 KB\)](#)



Book	Board Policy Manual
Section	900 Community
Title	Title I Parent and Family Engagement
Code	918
Status	
Legal	<ol style="list-style-type: none">1. 20 U.S.C. 63182. Pol. 102 - Academic Standards3. 20 U.S.C. 63124. 24 P.S. 510.25. Pol. 138 - English as a Second Language/Bilingual Education Program6. Pol. 916 - Volunteers7. Pol. 127 - Assessment System8. Pol. 814 - Copyright Material9. Pol. 333 - Professional Development10. 20 U.S.C. 784511. 29 U.S.C. 3271 et seq12. 29 U.S.C. 701 et seq13. 42 U.S.C. 11301 et seq14. 42 U.S.C. 9831 et seq15. Pol. 212 - Reporting Student Progress
Adopted	August 10, 2015

Purpose

The Board recognizes that meaningful parent and family engagement contributes to the achievement of state academic standards by students participating in Title I programs. The Board views the education of students as a cooperative effort among the school, parents and family members, and community. [\[1\]](#)[\[2\]](#)

Definition

Parent and Family (Family Member) - these terms are used interchangeably and shall include caregivers, a legal guardian or other person standing in loco parentis such as a grandparent or stepparent with whom the child lives, a person who is legally responsible for the child's welfare, or a legally appointed Education Decision Maker of a child participating in a Title I program.

Authority

The Board directs the district and each of its schools with a Title I program to: [\[1\]](#)

1. Conduct outreach to all parents and family members.
2. Include parents and family members in development of the district's overall Title I Plan and process for school review and improvement. [\[3\]](#)
3. Include parents and family members in the development of the Title I Parent and Family Engagement Policy. Following adoption of the policy by the Board, the policy shall be:
 - a. Distributed in writing to all parents and family members.
 - b. Incorporated into the district's Title I Plan. [\[3\]](#)
 - c. Posted to the district's publicly accessible website. [\[4\]](#)
 - d. Evaluated annually with parent and family involvement.
4. Provide opportunities and conduct meaningful collaborations with parents and family members in the planning and implementation of Title I programs, activities and procedures.

Accessibility

The district and each of its schools with a Title I program shall provide communications, information and school reports to parents and family members who are migrants or who have limited English proficiency, a disability, limited literacy, or racial and ethnic minority backgrounds, in a language they can understand. [\[1\]](#)[\[5\]](#)

Delegation of Responsibility

The Superintendent or designee shall ensure that the district's Title I Parent and Family Engagement Policy, plan and programs comply with the requirements of federal law. [\[1\]](#)[\[3\]](#)

The Superintendent or designee shall ensure that the district and its schools with Title I programs provide opportunities for the informed participation of parents and family members by providing resources, information and school reports in an understandable and uniform format or, upon request, in another format. Such efforts shall include:

1. Providing communications in clear and simple language.
2. Posting information for parents and family members on the district's website.
3. Including a telephone number for parents and family members to call with questions.
4. Partnering with community agencies which may include libraries, recreation centers, community-based organizations and faith-based organizations to assist in sharing information.
5. Provide language access services to families with limited English proficiency through on-site or telephonic translation and interpretation services, as appropriate. [\[5\]](#)

The building principal and/or Title I staff shall notify parents and family members of the existence of the Title I programs and provide:

1. An explanation of the reasons supporting their child's selection for the program.
2. A set of goals and expectations to be addressed.
3. A description of the services to be provided.

4. A copy of this policy and the School-Parent and Family Compact. [\[1\]](#)

Parents and family members shall actively carry out their responsibilities in accordance with this policy and the School-Parent and Family Compact. At a minimum, parents and family members shall be expected to: [\[1\]](#)

1. Volunteer in their child's classroom. [\[6\]](#)
2. Support their child's learning.
3. Participate, as appropriate, in decisions relating to the education of their child and positive use of extracurricular time.

Guidelines

Each district school operating a Title I program shall hold an annual meeting of parents and family members at a convenient time, to explain the goals and purposes of Title I programs and to inform them of their right to be involved. Parents and family members shall be given the opportunity to participate in the design, development, operation and evaluation of the program. Parents and family members shall be encouraged to participate in planning activities, to offer suggestions, and to ask questions regarding policies and programs. [\[1\]](#)

The schools with Title I programs shall offer a flexible number of meetings which shall be held at various times of the morning and evening. Title I funds may be used to enable parent and family member attendance at meetings through payment of transportation, child care costs or home visits. [\[1\]](#)

The schools shall involve parents and family members in an organized, ongoing and timely way, in the planning, review and improvement of Title I programs, the Title I Parent and Family Engagement Policy and the joint development of the Title I Plan. [\[1\]](#)[\[3\]](#)

At these meetings, parents and family members shall be provided: [\[1\]](#)

1. Timely information about programs provided under Title I.
2. Description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the **achievement** levels of the academic standards.
3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children.

To ensure the continuous engagement of parents and family members in the joint development of the Title I Plan and with the school support and improvement process, the district shall:

Establish meaningful, ongoing two-way communication between the district, staff and parents and family members.

Communicate with parents and family members about the plan and seek their input and participation through the use of newsletters, the district website, email, telephone, parent and teacher conferences, and home visits if needed.

Train personnel on how to collaborate effectively with parents and family members with diverse backgrounds that may impede their participation, such as limited literacy or language difficulty.

Analyze and share the results of the Title I Parent/Family Survey.

Post school performance data on the district's website.

Distribute and discuss the School-Parent and Family Compact.

Host various parent and family nights at each school building with a Title I program.

Establish and support active and engaged Title I parent and family advisory councils. The council will include a majority of parents and family members of students participating in Title I programs, as well as the building principal, teachers or other appropriate staff, students and community members. The purpose of the council shall be to focus on improved student achievement, effective classroom teaching, parent/family/community engagement in the educational process, and to facilitate communications and support.

Actively recruit parents and family members to participate in school review and improvement planning.

Assign district representatives to be available to work collaboratively with parents and family members, and to conduct school-level trainings to promote understanding of school data, comprehensive plans and the budgeting process.

Invite participation of parents and family members at the regular comprehensive planning committee meetings, Title I budget meetings and school improvement plan meetings to obtain input and propose school improvement initiatives.

If the Title I Plan is not satisfactory to parents and family members, the district shall submit any parent or family member comments with the plan when the school makes the plan available to the Board.[\[1\]](#)[\[3\]](#)

Building Capacity for Parent and Family Engagement

The district shall provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent and family involvement activities to improve academic achievement and school performance through: [\[1\]](#)

1. Providing assistance to parents and family members in understanding such topics as the academic standards, state and local academic assessments, the requirements of parent and family involvement, how to monitor a child's progress and work with teachers to improve the achievement of their children.[\[2\]](#)[\[7\]](#)
2. Providing material and training to help parents and family members work with their children to improve academic achievement and to foster parent and family engagement, such as:
 - a. Scheduling trainings in different locations on a variety of topics including how to support their child in school, literacy, school safety, cultural diversity and conflict resolution.
 - b. Using technology, including education about the harms of copyright piracy, as appropriate.[\[8\]](#)
 - c. Providing information, resources and materials in a user friendly format.
 - d. Providing, as requested by a parent or family member, other reasonable support for parent and family engagement activities.
 - e. Training on how to use the Parent Portal as a tool to monitor grades and achievement.
3. Educating teachers, specialized instructional support personnel, principals and other school leaders and staff, with the assistance of parents and family members, on the value and usefulness of contributions of parents and family members and in how to reach out to, communicate with, and work with them as equal partners, implement and coordinate parent and family programs, and build ties between parents and family members and the school.[\[9\]](#)

4. To the extent feasible and appropriate, coordinating and integrating Title I parent and family involvement efforts and activities with other federal, state and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents and family members in more fully participating in the education of their children. [\[1\]](#)[\[5\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)
5. Engage the PTA/PTO to actively seek out and involve parents and family members through regular updates, information sessions and assistance with the identification of effective communication strategies.
6. Adopt and implement model approaches to improving parent and family engagement.
7. Establish a district-wide parent and family advisory council to provide advice on all matters related to parent and family engagement in Title I programs.
8. Engage community-based organizations and businesses in parent and family engagement activities.

Coordinating Parent and Family Engagement Strategies

The district shall coordinate and integrate Title I parent and family engagement strategies with other parent and family engagement strategies required by federal, state, and local laws by: [\[1\]](#)[\[5\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)

1. Involving district and program representatives to assist in identifying specific parent and family member needs.
2. Sharing data from other programs to assist in developing initiatives to advance academic achievement and school improvement.

Annual Parent and Family Engagement Policy Evaluation

The district shall conduct, with meaningful participation of parents and family members, an annual evaluation of the content and effectiveness of this policy in improving the academic quality of all district schools with a Title I program. [\[1\]](#)

The evaluation shall identify: [\[1\]](#)

1. Barriers to parent and family member participation, with particular attention to those who are migrants, are economically disadvantaged, have a disability, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority.
2. The needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers.
3. Strategies to support successful school and parent and family interactions.

The district shall use the findings of the annual evaluation to design evidence-based strategies for more effective parent and family engagement, and to revise, if necessary, the district's Title I Parent and Family Engagement Policy. [\[1\]](#)

School-Parent and Family Compact

Each school in the district receiving Title I funds shall jointly develop with parents and family members a School-Parent and Family Compact outlining the manner in which parents and family members, the entire school staff and students will share responsibility for improved student academic achievement and the means by which the school and parents and family members will build and develop partnerships to help children achieve the state's academic standards. The compact shall: [\[1\]](#)

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment, enabling students in Title I programs to meet the academic standards.

2. Describe the ways in which parents and family members will be responsible for supporting their child's learning; volunteering in the classroom; and participating, as appropriate, in decisions related to their child's education and positive use of extracurricular time.**[6]**
3. Address the importance of ongoing two-way, meaningful communication between parents/family members and teachers through, at a minimum, annual parent-teacher conferences at the elementary level, frequent reports to parents and family members on their child's progress, reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.**[6]**

Title I Funds

Unless exempt by law, the district shall reserve at least one percent (1%) of its Title I funds to assist schools in conducting parent and family engagement activities. Parents and family members shall be involved in the decisions regarding how the Title I reserved funds are used for parent and family engagement activities.**[1]**

Not less than ninety percent (90%) of the reserved funds shall be distributed to district schools with a Title I program, with priority given to high need schools. The district shall use the Title I reserved funds to conduct activities and strategies consistent with this policy, including: **[1]**

Engaging in any other activities and strategies that the district determines are appropriate and consistent with this policy.

Documentation of Parent and Family Engagement Practices

Documentation to track the implementation of this policy is an essential part of compliance and may include, but not be limited to, sign-in sheets at workshops, meetings and conferences; schedules, training and informational materials; communications and brochures; and meeting notes.

ATHLETIC TRAINER PHYSICIAN SUPERVISION SERVICES AGREEMENT

This Athletic Trainer Physician Supervision Services Agreement ("Agreement") is by and between Jersey Shore Area School District ("School") and Geisinger Clinic ("Geisinger").

BACKGROUND

WHEREAS, School offers athletic training services to its students through its employed Athletic Trainer Jacqueline E. George ("ATC"); and

WHEREAS, ATC is required to have physician supervision under PA Code§ 18.509, and School intends to satisfy such obligation by entering into this Agreement for Geisinger to provide such physician supervision ("Services"); and

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and intending to be legally bound, the parties agree as follows:

SECTION 1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 1.1 Geisinger shall provide a physician to render approximately two (2) hours of direction to the ATC provided there is an existing written protocol as defined in PA Code§ 18.502, which has been approved by Geisinger.
- 1.2 ATC shall provide only those athletic training services as permitted by the approved written protocol and in accordance with (i) practice standards for athletic trainers; and (ii) all pertinent provisions of statutes, rules and regulations promulgated by agencies, federal, state and local authorities, governing the provision of athletic training services.
- 1.3 ATC will immediately notify Geisinger of any incident where the quality of care may have been adversely impacted by personnel error (whether by accident, ignorance or negligence), equipment failure, lack of adherence to protocol or any other cause.
- 1.4 To ascertain compliance with this Agreement, Geisinger may audit School's records relating to this Agreement and the athletic training services rendered by the ATC, with reasonable notice and at dates and times mutually agreed upon, provided that Geisinger shall not conduct more than two audits during a one- year period. This section shall survive termination of this Agreement for a one- year period.

SECTION 2. COMPLIANCE AND INDEMNIFICATION

- 2.1 *Compliance.* During the term of this Agreement, the parties agree to comply with all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder
- 2.2 *Indemnification.* School shall protect, indemnify, and hold harmless Geisinger and its agents, employees, directors and affiliates from and against any and all damages, injuries, claims, liabilities and costs (including attorneys' fees), arising from or relating to (i) School's breach of this Agreement; (ii) a violation of law, statute or rule; (iii) ATC's failure to comply with the terms of this Agreement; or (iv) the negligent or intentional acts of School, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which Geisinger may be entitled. Said indemnity is in addition to any other rights that Geisinger may have against School and will survive the termination of this Agreement.

Geisinger shall protect, indemnify, and hold harmless School and its agents, employees, directors and affiliates from and against all damages, injuries, claims, liabilities and costs (including attorneys' fees), arising from or relating to (i) Geisinger's breach of this Agreement; (ii) a violation of law, statute or rule; or (iii) the negligent or intentional acts of Geisinger, its employees, agents, consultants, or subcontractors. This provision will not in any way limit any other statutory, regulatory or common law defense and hold harmless rights to which School may be entitled. Said indemnity is in addition to any other rights that School may have against Geisinger and will survive the termination of this Agreement.

SECTION 3. FEE AND PAYMENT TERMS

School agrees to compensate Geisinger \$310.00 for Services rendered hereunder. Said compensation shall be paid within thirty days of the date of an invoice which will be remitted to School by Geisinger at the end of the school year around June 30th.

SECTION 4. TERM AND TERMINATION

- 4.1 **Term:** Unless earlier terminated in accordance with the terms of this Agreement, this Agreement shall be effective upon signature by all parties and continue through June 30, 2022.
- 4.2 **Termination:** Notwithstanding any other termination right available hereunder, this Agreement may be terminated:
- A. *Without Cause.* This Agreement may be terminated by either party without cause upon thirty (30) days' prior written notice to the other party.
 - B. *With Cause.* Geisinger shall have the right to immediately terminate this Agreement upon failure of the School or ATC to comply with the terms of this Agreement and the provisions of PA Code §18.501 through PA Code §18.511 as such provisions are amended from time to time.

SECTION 5. GENERAL PROVISIONS

The parties agree to abide by the terms and conditions listed in Exhibit A, which is attached hereto and incorporated herein.

SECTION 6. NOTICES

All notices and communications related to this Agreement must be in writing and will be deemed given: (i) when personally delivered, (ii) upon confirmation of an electronic transmittal, or (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, addressed as follows or to such other person, fax, and/or address as the party to receive may designate by notice to the other:

If to Geisinger: Program Manager, Sports Medicine
Geisinger Wyoming Valley Medical Center
1175 East Mountain Drive
Wilkes-Barre, PA 18702-3885
Facsimile: (570) 808-7878

AND

For Legal Issues A Copy To:
Contract Administration Department
Geisinger System Services
100 North Academy Avenue
Danville, PA 17822-4033
E-mail: contract_admin@geisinger.edu

If to School: Jersey Shore Area School District
175 A&P Drive
Jersey Shore, PA 17740
Attention: Superintendent

SECTION 7. ENTIRE AGREEMENT/AMENDMENT/MULTIPLE ORIGINALS

This Agreement, together with any attachments or exhibits, sets forth the entire Agreement among the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement, are of no force or effect. Except as otherwise expressly stated herein, this Agreement may not be amended except by a writing signed by

the parties. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

Jersey Shore Area School District

Signature: _____
Name: _____
Title: _____
Date: _____

Geislinger Clinic

Signature: Lindsey Bussom Digitally signed by Lindsey Bussom
Date: 2021.10.15 09:10:37 -04'00'
Name: Lindsey Bussom
Title: Authorized Signer
Date: 10/15/2021

\\ Sales - Services\Jersey Shore Area School District - ATC Physician Oversight - 2021.doc

EXHIBIT A
General Provisions
Page 1 of 1

Assignment. Neither this Agreement nor any portion of this Agreement may be assigned or delegated by School without the prior written consent of Geisinger. Any purported assignment or delegation in violation of this section is void. This Agreement binds and benefits the parties and their permitted successors and assigns.

Certification Regarding Debarment. The parties certify, to the best of their knowledge and belief, after due inquiry using industry standards, that the parties and/or any of their principals: (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; and (ii) have not been convicted of a criminal offense related to the provision of health care items or services. Industry standards shall include, but not be limited to, performing monthly exclusion checks on federal and state exclusion databases for its employees, agents and contractors performing its duties under this Agreement. Upon request, each party shall provide the other party documentation evidencing such completed exclusion checks and compliance with this Section. During the term of this Agreement, the parties shall provide immediate written notice to the other parties if any party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. In the event any party's certification is or becomes erroneous, the other party may terminate this Agreement immediately upon notice.

Construction of Agreement. The parties acknowledge that they thoroughly have reviewed this Agreement and bargained over its terms in an arms length process. Accordingly, this Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties. All titles of articles or sections under this Agreement are solely for convenience and do not constitute a substantive part of this Agreement. Words importing the singular include the plural and vice versa. Words importing one gender include both genders.

Governing Law. The laws of the Commonwealth of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement. The federal or state courts located in the Commonwealth of Pennsylvania shall have jurisdiction over all matters arising out of or relating to this Agreement.

Independent Entities. None of the provisions of this Agreement shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for effecting the provisions of this Agreement. None of the parties have any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

Insurance. Each party agrees to maintain during the term of this Agreement, at its own cost and expense, insurance coverage in amounts consistent with industry standards and necessary and reasonable to insure itself and its employees and agents against any claims of any nature, which may arise from performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a "claims-made basis", in the event the policy expires or is terminated, "tail coverage" must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon request, the parties agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better or through a qualified self-insurance program. Further, the parties agree to notify one another immediately if the aggregate coverage as stated on the Certification of Insurance is impaired more than fifty percent (50%).

No Waiver. A delay or omission by a party to exercise any right under this Agreement shall not be construed to be a waiver of such right. No waiver by any party of a breach of this Agreement will be deemed a waiver of any subsequent breach. Acceptance of partial payment will be deemed a part payment on account and will not constitute an accord and satisfaction.

Notification of Incidents. Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement that could negatively impact the other party in order to permit the timely and appropriate evaluation, determination of responsibility, and opportunity for mitigation. The parties agree to cooperate with each other as may be necessary to resolve such matters. This section shall survive the termination of this Agreement.

Promotional Materials. Except as otherwise stated in this Agreement, each party agrees not to use the name, trademark, service mark, or design registered to the other party or its affiliates in any publicity, promotional, or advertising material, unless review and written approval of the intended use is obtained from the other party prior to the release of any such material.

Release of Information. The provisions of this Agreement are confidential and protected from disclosure to a third party, other than its agents, attorneys, consultants and designees, unless disclosure is required by law, or said third party is bound to the same level of confidentiality set forth in this Agreement.

Severability. In the event any provision of this Agreement is rendered invalid, illegal or unenforceable, the remaining provisions of his Agreement shall remain in full force and effect. Further, the parties shall renegotiate and amend the Agreement to comply with the requirements of law.

Unforeseen Circumstances. None of the parties will be deemed in violation of this Agreement if prevented from performing any of its duties and responsibilities under this Agreement for circumstances beyond its reasonable control. In the event any party is unable to perform its duties and responsibilities due to said circumstances, the other party has the right to terminate this Agreement upon written notice to the affected party.