

Jersey Shore Area School District
Board of Education – Regular Meeting
Minutes of January 10, 2022

A. Opening

1. Call to Order: Mrs. Mary Thomas, President, called the meeting to order at 7:35 p.m.

2. Roll Call:

Members Present: Mr. Michael Allen, Mrs. Kayla Calhoon, Ms. Patrice Doebler, Ms. Jessie Edwards, Mrs. Angela Grant, Mr. Wayne Kinley, Mrs. Nancy Petrosky, Mrs. Michelle Stemler, Mrs. Mary Thomas and Dr. Brian Ulmer, Superintendent.

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

3. Pledge of Allegiance

Mrs. Thomas announced that 2 disciplinary hearings were held prior to the board meeting beginning at 6:00 p.m.

B. Presentations

1. Communications: None

2. President's Report:

a. The following Board Member Committee Assignments were made:

1. PSBA Legislative Representative – Patrice Doebler and Nancy Petrosky
2. Professional Learning Committee Representative – Angela Grant
3. Comprehensive Planning Steering Committee Representative – Kayla Calhoon, Michelle Stemler and Nancy Petrosky
4. CTE General Advisory Committee Representative – Kayla Calhoon, Michael Allen and Jessie Edwards
5. IU17 Representative – Jessie Edwards
6. Negotiations Committee – Michelle Stemler, Angela Grant and Wayne Kinley
7. Capital Projects Committee – Wayne Kinley (chairman), Patrice Doebler and Nancy Petrosky

3. Intermediate Unit Report: None

4. Student Representative Report: None

4. Superintendent's Report:

- a. Football Team Recognition - Brian Ulmer
- b. FBLA presentation - FBLA students and Dolly Oden, Advisor
- c. Enrollment Staffing Report - Brian Ulmer
- d. 2022-2023 Preliminary Budget Presentation - Benjamin Enders

C. Courtesy of the Floor on Agenda Items: None

D. Personnel

1. Personnel Items:

Motion: A motion was made by Wayne Kinley and seconded by Angela Grant to approve the following Personnel items as listed on the Agenda:

- a. Aubrey Schilling as a volunteer Girls Basketball coach, effective January 11, 2022.
- b. accepting a letter of resignation from Jason P. Smith, Middle School custodian, effective December 1, 2021.
- c. accepting a letter of resignation from Angela Bertin, High School custodian, effective January 5, 2022.
- d. the retention of the following fall sport head coaches and sports as listed for the 2022-2023 school year:

Thomas Gravish	Football
Mitch Cornelius	Varsity Boys Soccer
Benjamin Comfort	Varsity Girls Soccer
- e. accepting a letter of resignation from Matthew Heydrich as Assistant Varsity Track and Field coach effective December 14, 2021.
- f. accepting a letter of resignation from Ty Kanouff as Co-Head Varsity Girls Track and Field coach effective December 22, 2021.
- g. accepting a letter of resignation from Robert Fox as Co-Head Varsity Girls Track and Field coach effective January 3, 2022.
- h. appointment of Matthew Hartman as Head Girls Varsity Track and Field coach, at a stipend of \$4800.00, (level 5 of the coaches' salary matrix), effective January 11, 2022.
- i. appointment of Frank Stetts as Assistant Softball coach, at a stipend of \$2880.00, (level 5 of the coaches' salary matrix), effective January 11, 2022.
- j. Timothy Dershem as a volunteer Tennis coach, effective January 11, 2022.
- k. Heidi Russel as a volunteer Softball coach, effective January 11, 2022.
- l. FMLA from November 30, 2021 thru December 2, 2021, for employee 2021-22-08.
- m. FMLA from January 3, 2022 thru April 1, 2022, for employee 2021-22-09.
- n. appointment of Robin Wall to a Crossing Guard position, effective January 11, 2022, at an hourly rate of \$13.45.
- o. Kim Verne as a van driver/aide for Susquehanna Transit.
- p. Christina Bremigen as a bus aide for Marden's Inc.

q. appointment of Xavier Barlet, a Senior at Jersey Shore Area Senior High School, to a Technology Co-op student position, effective January 11, 2022, at an hourly rate of \$8.66.

r. appointment of Timothy Shearon, Jr. as a Technology Department Intern, effective January 11, 2022, at an hourly rate of \$9.75.

s. the 2021-2022 winter sports coaching staff and stipends per the attached listing. (Attachment)

t. a day without pay for employee 2021-22-10 on Monday, February 28, 2022.

The vote was 8 - Yes and 0 - No. Motion carried. (Mrs. Petrosky stepped out of the room during the time of this vote)

E. Curriculum and Instruction: None

F. Building and Grounds: None

G. Finance:

Finance Item:

Motion: A motion was made by Patrice Doebler and seconded by Kayla Calhoon to approve the following Finance item as listed on the Agenda:

a. BLaST IU 17 2021-2022 ARP-American Rescue Plan IDEA Agreement. (Attachment)

The vote was a unanimous Yes. Motion carried.

H. Miscellaneous:

Miscellaneous Items:

Motion: A motion was made by Kayla Calhoon and seconded by Michael Allen to approve the following Miscellaneous items as listed on the Agenda:

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

Policy 125 - Adult Education
Policy 137.1 - Extracurricular Participation by Home Education Students
Policy 118 - Independent Study

b. the following policies at second read: (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

c. a donation from EQT Corporation, Williamsport, PA; of \$1,000.00 towards 'Stuff the Bus' Food Drive.

d. a donation from National Consumer Panel Cares Program; of \$5,000.00 towards Jersey Shore Area Elementary Special Education Supplies and Equipment.

- e. a donation of a CAT Motion Platform base upgrade by the Jersey Shore School Education Foundation for the High School.
- f. amendment 1 to Subrecipient Letter of Agreement between Lancaster-Lebanon IU 13 and Jersey Shore Area School District effective December 13, 2021. (Attachment)
- g. the class of 2023 to hold the 2021-2022 Prom at Bald Birds, Jersey Shore on May 28, 2022.
- h. rejecting the bids received on Municibid for the Ford Focus, VIN 1AFAFP33P0YW195788.
- i. the administration to place the 2000 Ford Focus, VIN 1AFAFP33P0YW195788, for sale on Municibid.com with a minimum bid of \$300, if no bids are received the item will be disposed of.
- j. to adopt and approve adjudication for a student disciplinary matter for Student 21-22-10.
- k. to adopt and approve adjudication for a student disciplinary matter for Student 21-22-11.

The vote was a unanimous Yes. Motion carried.

I. Old Business:

- a. President Thomas asked that JSASD Policy 237 – Electronic Devices be reevaluated.
- b. Mrs. Grant asked if the Maintenance truck that was approved for purchase had been received and Dr. Ulmer responded that it had not and that a delivery date has not be secured due to component receipt issues in the auto industry.

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

K. Executive Session: An Executive Session was held beginning at 8:38 p.m. for legal and personnel matters after which no business was conducted.

The meeting resumed at 9:49 p.m.

L. Adjournment

The January 10, 2022 Regular Board Meeting was adjourned at 9:50 p.m.

Respectfully submitted,

Benjamin J. Enders
Board Secretary

2021-22 Level	2021-22 Stipend	First Name	Last Name	Sport	Position
5	\$4,086.00	Joseph	Herman	Basketball	Girls-Head Jr High
5	\$2,960.00	Adam	Kline	Basketball	Girls-Jr High Assistant
5	\$7,400.00	Darrin	Bischof	Basketball	Girls-Varsity Head Coach
3	\$4,440.00	Joshua	Eichenlaub	Basketball	Girls-Varsity Assistant
5	\$7,400.00	Scott	Munro	Basketball	Boys-Varsity Head Coach
5	\$4,440.00	Jon	Boob	Basketball	Boys-Varsity 1st Assistant
5	\$4,086.00	Adam	Kline	Basketball	Boys-Head Jr High
5	\$2,960.00	Brody	Smith	Basketball	Boys-Jr High Assistant
5	\$2,960.00	Randy	Smith	Basketball	Boys-Jr High Assistant
5	\$5,184.00	Jonathan	Palumbo	Swimming	Head Coach
2	\$2,753.15	Todd	Moore	Swimming	Asst Coach
5	\$7,400.00	David	Herman	Wrestling	Head-Varsity
5	\$4,086.00	Aaron	Hager	Wrestling	1st Assistant-Varsity
2	\$3,473.10	Collin	Glorioso	Wrestling	Assistant-Varsity
5	\$4,086.00	Ty	Kanouff	Wrestling	Head Jr High
		Unfilled		Wrestling	Assistant-Jr High
		Unfilled		Wrestling	Assistant-Jr High



Williamsport, PA 17701
570-323-8561

Canton, PA 17724
570-673-6001

ARP-American Rescue Plan IDEA 21-22

IDEA Agreement-Project # 062-22-0-017—CFDA #84.027

Federal Award # H027X210093

This Agreement entered into this **1st day of July, 2021**, by and between the Board of Education of *Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit #17*, hereinafter called (“BLaST”), and **Jersey Shore Area School District** hereinafter called (“School District”).

Background

BLaST, on the first day of July 1999, entered into a Contract with the Department of Education of the Commonwealth of Pennsylvania, hereinafter called (“Department”). BLaST agreed to furnish all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in the Grant Agreement and to comply with the terms and conditions of the Grant Agreement and the Department’s most current IDEA Application Guidelines, which contract, grant agreements, and guidelines are set forth as Exhibit 1 of this Agreement and are hereby incorporated by reference into this Agreement.

The Department has authorized BLaST to enter into an Agreement with the School District whereby the furnishing of all certified personnel, facilities, materials and other services (in consultation with the Department) needed to perform the services described in Grant Agreement and compliance with the terms and conditions of the Grant Agreement and the Department’s most current IDEA Application Guidelines set forth in Exhibit 1 will be the sole obligations of the School District and will no longer be a responsibility of BLaST. BLaST has determined that the estimated IDEA allocation for the School District is **\$92,340** as set forth in Exhibit 2 which is hereby incorporated by reference into this Agreement. The said funds must be used to

supplement the provision of special educational and related services for eligible school age children as set forth in Exhibit 3 which is hereby incorporated by reference into this contract.

Witnesseth

In Consideration of the mutual covenants, and intending to be legally bound, the parties hereto agree as follows:

1. BLaST hereby agrees to transfer the funds (estimated) set forth in Exhibit 2 to the School District to be administered in accordance with Exhibits 1 and 3 of this Agreement.
2. The School District agrees to accept the funds set forth in Exhibit 2 and to comply with the provisions set forth in Exhibits 1 and 3 of this Agreement.
3. The School District agrees and assumes sole responsibility for compliance with all of the terms and conditions set forth in Exhibits 1 and 3 of this Agreement. Upon the execution of this Agreement, the School District consents to a delegation of all duties and responsibilities imposed upon BLaST as set forth in Exhibits 1 and 3, and BLaST is hereby relieved of any and all responsibility for compliance with the terms and conditions of Exhibits 1 and 3 and the duties and responsibilities set forth therein.
4. The undersigned authorized representatives of the School District hereby certify that the School District's governing body has adopted the terms of this Agreement and has authorized the undersigned in its behalf to enter into this Agreement.
5. Upon execution of this Agreement, the School District hereby agrees to indemnify and save and hold harmless BLaST, members of the Board, officers, agents, servants, and employees from any loss, liability, damages, costs (including, without being limited to, court costs or administrative proceedings, and in the amount of any judgment, award, or decision) and expenses (including, but without being limited to, counsel fees) reasonably paid or incurred in connection with any civil action, administrative proceeding, or arbitration proceeding instituted against BLaST, members of the Board, officers, agents, servants, and employees, arising

from duties performed by School District hereunder of from the payment or administration by BLaST of the District IDEA allocations

The School District agrees that the foregoing is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

The parties hereto, intending to be legally bound hereby, execute this Agreement the 1st day of July 2021.

BLaST, IU #17 Representative



**Jersey Shore Area School District
Representative**



Book	Board Policy Manual
Section	100 Programs
Title	Independent Study
Code	118
Status	
Legal	1. 22 PA Code 4.4 2. 22 PA Code 4.24 22 PA Code 4.12
Adopted	September 22, 2008

Purpose

The Board shall consider approval of a course of independent study for a properly qualified student, as recommended by the Superintendent, on the condition that the student shall demonstrate achievement of established educational goals and academic standards as a result of participation in the independent study.

Authority

The Board shall approve each course of independent study and may designate the number of credits toward graduation to be awarded upon successful completion of each course, except that the Board reserves the right to assign no credit for an approved course.[\[1\]](#)[\[2\]](#)

Courses of independent study may not be limited to participation by a single student but may involve a group of students, subject to Board approval.

Each course of independent study must meet the requirements of applicable laws and regulations.

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement independent study programs.

The Superintendent shall prepare recommendations for Board approval of courses of independent study, based on the recommendation of the building principal.



Book	Board Policy Manual
Section	100 Programs
Title	Adult Education
Code	125
Status	
Legal	1. 24 P.S. 502 2. 24 P.S. 1901 3. 24 P.S. 1903 4. 24 P.S. 1906 5. 24 P.S. 1923 24 P.S. 1904 24 P.S. 1905
Adopted	September 22, 2008

Purpose

The Board recognizes the value of opportunities for educational growth and advancement to adult members of the community and the need of both adults and minors for educational programs.

Authority

The Board may establish and maintain a program of adult education based upon the needs and interests of the residents, consistent with the district's educational goals and objectives and Board policies.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Board may employ staff, utilize available facilities, supply instructional and supplementary materials and provide administrative leadership required to maintain the adult education program. The Board shall establish the tuition rate for each course offered in the adult education program.[\[3\]](#)[\[5\]](#)

Guidelines

Admission to an adult education program shall be open to:

1. All adult residents of this district.
2. Adult residents of other districts who apply and whose admittance will not deprive admittance to a district resident.

Delegation of Responsibility

The Superintendent or designee shall:

1. Utilize appropriate staff members.
2. Assess the needs and resources of the community.
3. Develop a program of adult education and present that program to the Board for approval.
4. Develop and implement means to inform the public of adult education offerings.



Book	Board Policy Manual
Section	100 Programs
Title	Extracurricular Participation by Home Education Students
Code	137.1
Status	
Legal	<ol style="list-style-type: none">1. 24 P.S. 1327.12. 24 P.S. 5113. Pol. 1224. Pol. 1235. Pol. 1376. 10 U.S.C. 20317. Pol. 2048. Pol. 218
Adopted	November 10, 2008
Last Revised	September 26, 2016

Authority

The Board shall approve participation in the district's extracurricular activities and interscholastic athletic programs by a student enrolled in a home education program who meets all the conditions stated in Board policy.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

The Board shall not provide individual transportation for students enrolled in home education programs who participate in the district's extracurricular activities or interscholastic athletic programs. When the district provides transportation to and from an away competition, game, event or exhibition and requires district students to use district transportation, home education students shall be required to use the transportation provided by the district.

Guidelines

Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district extracurricular activities and interscholastic athletic programs, including, as applicable, Junior Reserve Officers' Training Corps (JROTC) units.[\[6\]](#)

A home education student may participate in extracurricular activities and interscholastic athletic programs only at the school building the student would be assigned to if the student was enrolled in the school district.

Prior to trying-out or joining an activity, a home education student shall submit required documents and written verification of eligibility to the building principal or designee.

To be considered in attendance in accordance with Board policy, the home education student must participate in a full, normally scheduled academic program, in accordance with the planned home education program and submitted documentation.[5][7]

The following conditions shall govern participation in the district's extracurricular activities and interscholastic athletic programs by home education students, who shall:

1. Be a resident of the school district.
2. Meet the required eligibility criteria.[3][4]
3. Maintain appropriate insurance coverage, consistent with the coverage requirements for district students.[4]
4. Comply with Board policies and school rules and regulations regarding extracurricular activities, interscholastic athletics, and student discipline.[3][4][8]
5. Comply with policies, rules and regulations, or their equivalent, of the activity's governing organization.[1][2]
6. Meet attendance and reporting requirements established for all participants of the activity or program.[7]
7. Meet the requirements for physical examinations and physical fitness and any height and/or weight restrictions.[1][4]
8. Comply with all requirements and directives of the district staff, coaches and administrators involved with the extracurricular activity or interscholastic athletic program.

Delegation of Responsibility

The building principal or designee shall ensure that home education students have access to information regarding the district's extracurricular activities and interscholastic athletic programs.

The building principal or designee shall receive and review verification from the parent/guardian that a student has met and continues to meet the established eligibility criteria for an extracurricular activity or interscholastic athletic program.

The building principal or designee shall distribute information regarding eligibility criteria and student participation in extracurricular activities and interscholastic athletics to all affected by them.



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:

<p style="text-align: center;">Class A</p>	<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.
<p style="text-align: center;">Class B</p>	<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.
<p style="text-align: center;">Class C</p>	<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.
<p style="text-align: center;">Class D</p>	<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.



Contract PO #: C 2122445

**AMENDMENT # 1
TO SUBRECIPIENT LETTER OF AGREEMENT BETWEEN
LANCASTER-LEBANON INTERMEDIATE UNIT 13
AND
Jersey Shore Area School District**

WHEREAS, the Lancaster-Lebanon Intermediate Unit 13 (IU13) and Jersey Shore Area School District (“Contractor”) entered into a Subrecipient Letter of Agreement, numbered C212-2445, effective 11/10/2021, (the “Original Contract”); and

WHEREAS, both IU13 and Contractor now wish to amend that original Contract.

NOW, THEREFORE, IU13 and Contractor, intending to be legally bound, hereby agree as follows:

1. **STRIKE** section 5 to the Original Contract, which currently reads:

“For the services rendered and for actual costs incurred, subject to the approved and incorporated budget, the IU13 will reimburse the SUBGRANTEE an amount not to exceed **\$10,000** total as follows: **Avis, Salladsburg & Jersey Shore Elementary Schools: Enhancing ELA Outcomes in Grades 5 – 9 Series: \$10,000** ”

and **REPLACE** 5 to read in its entirety:

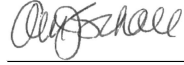
“For the services rendered and for actual costs incurred, subject to the approved and incorporated budget, the IU13 will reimburse the SUBGRANTEE an amount not to exceed **\$10,000** total as follows: **Avis Elementary School and Jersey Shore Elementary School: Enhancing ELA Outcomes in Grades 5 – 9 Series: \$10,000** ”

2. Except as otherwise expressly provided herein, all terms and conditions of the Original Contract shall remain in full force and effect. All capitalized terms used but not otherwise defined herein shall have the same meanings as are ascribed to them under the Original Contract. In the event of any inconsistency between this Amendment and the Original Contract, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment is hereby agreed to by IU13 and Contractor effective as of 12/13/2021.

Contractor:

Lancaster-Lebanon Intermediate Unit 13:



Signature

Signature

12/16/2021

Date

Date