



June 15, 2020

**7:00 P.M.
Virtual Meeting**

Mr. Nathan Miller
President
Region I

Mrs. Sue Bowman
Vice President
Region I

Mrs. Cathy Bachman
Treasurer
Region III

Mrs. Airneezer Bingham
Region I

Mrs. Diane Cramer
Region II

Mr. Todd Engel
Region III

Mr. Nicholas Fiorini
Region III

Mr. Paul McGinn
Region II

Mrs. Erica Molino
Region II

Miss Madalynn Garner
Student Representative

Dr. Mark Stamm
Superintendent

Mrs. Jamie Mowrey
Board Secretary

Mr. Fred Holland
Solicitor

Agenda

Regular Board Meeting

Opening

Call to Order

Silent Meditation & Pledge of Allegiance

Roll Call

Preliminary Comments on Agenda Items

Action Items

Treasurer's Report

Approval of Bills

- General Fund – \$693,837.49
- Cafeteria Fund - \$11,665.68

Approval of Minutes

Superintendent's Report & Recommendations

1. Resolution Adopting the 2020-2021 General Fund Budget
2. Adoption of the 2020-2021 Tax Levy Resolution
3. 2020 Homestead/Farmstead Exclusion Resolution
4. 2020-2021 IDEA Agreement
5. 2020-2021 Special Education Services Agreement
6. 2020-2021 BLaST IU 17 Hosted Datacenter Services Agreement
7. 2020-2021 BLaST IU 17 Website Hosting Agreements
8. Service Agreement with MCIU
9. Contract for Pediatric Therapy Services
10. Approval for Lease for iPads
11. Dental Hygienist Credit Reimbursement
12. Approval of Athletic Training Services Agreement
13. Affiliation Agreement with Lock Haven University
14. Approval of Policies – Second Reading
15. Approval of Pandemic Coordinator
16. Athletic Health and Safety Plan
17. Resignation
18. Employment
19. Tenure
20. Disposal of Records

General Information

Old Business

New Business

Courtesy to the Floor

Final Remarks by Board Members

Adjournment

SUPERINTENDENT'S REPORT AND RECOMMENDATIONS
June 15, 2020

1. Resolution Adopting the 2020-2021 General Fund Budget – Attachment #1

It is recommended the school board approve the final 2020-2021 budget resolution which includes revenue of \$19,431,077 and expenditures of \$19,508,106.

2. Adoption of the 2020-2021 Tax Levy Resolution – Attachment #2

It is recommended the school board approve the Tax Levy Resolution to support the 2020-2021 General Fund Budget as follows:

Real Estate	16.78 mills (no tax increase from prior year)
Earned Income Tax	1.1 %
Realty Transfer Tax	.5%

3. 2020 Homestead/Farmstead Exclusion Resolution – Attachment #3

It is recommended the school board approve the 2020 Homestead and Farmstead Exclusion Resolution.

4. 2020-2021 IDEA Agreement – Attachment #4

It is recommended the school board approve the IDEA Agreement with BLaST Intermediate Unit #17 for the 2020-2021 school year. This provides federal funding for special education programs that qualify under IDEA Component III.

5. 2020-2021 Special Education Services Agreement – Attachment #5

It is recommended the school board approve the 2020-2021 Special Education Agreement between South Williamsport Area School District and BLaST Intermediate Unit #17 as submitted. This contract covers services rendered to exceptional students who are enrolled in IU programs and/or receiving services through the Intermediate Unit. The district pays only for services used.

6. 2020-2021 Blast IU 17 Hosted Datacenter Services Agreement – Attachment #6

It is recommended the school board approve the attached Hosted Datacenter Services Agreement with BLaST IU 17 to maintain servers on behalf of the District for the 2020-2021 year. Cost of this service is \$14,000.

7. 2020-2021 Blast IU 17 Website Hosting Agreement – Attachment #7

It is recommended the school board approve the attached Website Hosting Agreement with BLaST IU 17 to host the District's website for the 2020-2021 year. Cost of this service is \$2,000.

8. Service Agreement with MCIU – Attachment #8

It is recommended that the board approve the Service Agreement between the South Williamsport Area School District and the Montgomery County Intermediate Unit. This agreement will allow the MCIU to provide Marcia Brenner Report Card Creator PowerSchool Plug-in Annual Support and Maintenance for a fee of \$390.60 effective July 1, 2020 through June 30, 2021.

9. Contract for Pediatric Therapy Services – Attachment #9

Kristin Bastian, Director of Special Education, is recommending the school board approve the contract between UPMCW Williamsport d/b/a UPMC Pediatric Rehabilitation (“UPMCW”), 700 High Street, Williamsport, and South Williamsport Area School District. The district contracts with UPMCW for all of our Occupational and Physical Therapy services that our students need in the school setting. In addition, the Teen Link House, also managed by UPMCW, is a contracted resource that our secondary Life Skills classroom utilizes twice a month to provide real opportunities at applying the life skills they learn in the classroom setting. While at the Teen Link House, the students cook, clean, do laundry, and learn how to navigate the city transit system to get to Teen Link and back to school. This setting provides valuable hands on experiences for our students in a supervised setting. As submitted, will be in effect starting July 1, 2020, and continue for the 2020-2021 school year.

10. Approval of Lease for iPads – Attachment #10

It is recommended that the board approve the lease purchase of iPads with Apple Inc. Total cost of devices is \$563,819. The lease will be a 4-year lease, with \$100,000 upfront payment and \$117,673.80 annual payments starting in 2020/2021 with final payment made in 2023/2024. Funds used in 2020/2021 will come from Federal CARES act funding and COVID grant funding. Future payments will be built into the District’s annual budget.

11. Dental Hygienist Credit Reimbursement – Attachment #11

The PA School Code and the PA Department of Health require school districts to provide dental education programs to students. Individuals providing this service must possess an EDUCATIONAL dental hygienist certification. After an unsuccessful search for an individual with this certification, the district contracted with Amanda Grace Hicks to provide this service under an emergency certification. To maintain that emergency certification, Mrs. Hick’s must be enrolled in a certification track program. To complete her credentials, Mrs. Hicks needs to complete five courses in EDUCATION. Mrs. Hicks is requesting reimbursement for these five courses in exchange for agreeing to remain with the district for three years after completion of her certification. Based on the difficulty to fill this position and the quality of the program that Mrs. Hick’s provided this year, it is recommended that the board approve this request. Attached is a copy of the complete proposal, resume, EDUCATION hygienist duties, and dental education program that Mrs. Hicks developed.

12. Approval of Athletic Training Services Agreement – Attachment #12

It is recommended the board approve the Athletic Training Services Agreement with UPMC Susquehanna. This is a 3-year agreement that provides a Full-Time Athletic Trainer for home and away varsity football games and scheduled home varsity and junior varsity PIAA interscholastic events, and extended as needed availability for on campus junior high events. The cost of this service is \$31,212 for 2020/21, \$31,836 for 2021/22, and \$31,836 for 2022/23 and \$40 per hour for per diem requests.

13. Affiliation Agreement with Lock Haven University – Attachment #13

It is recommended the school board approve the five-year Affiliation Agreement for Field Experience and Student Teaching programs between Lock Haven University and South Williamsport Area School District to operate a Cooperative Student Teaching Program at the District from July 1, 2020 through May 31, 2025 as submitted.

14. Approval of Policies – Second Reading

It is recommended the school board approve the second reading of the following policies from the June 8, 2020, school board meeting:

- Policy No. 237– Electronic Devices
- Policy No. 800 – Student iPad Responsible Use

15. Approval of Pandemic Coordinator

It is recommended the school board appoint Mrs. Cheryl Schonewolf as the district's Pandemic Coordinator. This position is required by PDE along with the development of the Health and Safety Plan prior to students returning to school or restarting of athletics. Mrs. Schonewolf will take primary responsibility, along with the superintendent, in developing, executing, and monitoring the Health and Safety Plans for the district. Funding for this position will come from federal CARES money. A Pandemic Team, consisting of parents, staff, and students, will also be assembled to assist with this process. Mrs. Schonewolf will be compensated at a per diem rate for work during the summer and set a stipend for work during the school year.

16. Athletic Health and Safety Plan

The Superintendent will present and discuss the Athletic Health and Safety Plan for the upcoming athletic season.

17. Resignation – Attachment #14

It is recommended the school board accept the letter of resignation from Morgan Bauder, effective June 5, 2020, as a five-hour Custodial Employee within the school district.

18. Employment

Elementary School Guidance Counselor Position

It is recommended the school board approve Kelsey Shannon for the Elementary School Counselor position. This position is a 182 day position. Step placement and Salary will be board approved at a later date due to the Collective Bargaining Agreement expiring on June 30, 2020.

Health and Physical Education Teacher Position

It is recommended the school board approve Ambreelinne Birth for the High School Health and Physical Education Teacher position. This position is a 182 day position. Step placement and Salary will be board approved at a later date due to the Collective Bargaining Agreement expiring on June 30, 2020.

Mountie Academy/Social-Emotional Itinerant Support Position

It is recommended the school board approve Sandi Finnerty for the Mountie Academy/Social-Emotional Itinerant Support Teacher position. This position is a 182 day position. Step placement and Salary will be board approved on a later date due to the Collective Bargaining Agreement expiring on June 30, 2020.

11th and 12th Grade Itinerant Learning Support Position

It is recommended the school board approve Madeline Matthews for the 11th and 12th Grade Itinerant Learning Support position. This position is a 182 day position. Step placement and Salary will be board approved on a later date due to the Collective Bargaining Agreement expiring on June 30, 2020.

9-12th Grade Supplemental Learning Support Position

It is recommended the school board approve Jacque Newlen for the 9-12th Grade Supplemental Learning Support position. This position is a 182 day position. Step placement and Salary will be board approved on a later date due to the Collective Bargaining Agreement expiring on June 30, 2020.

Band Staff

Jessica Kaledas, Band Director, is requesting the school board approve the employment of the following band staff for the 2020-2021 school year:

Jessica Kaledas, Band Director - \$4,600

Marcus Loner, Percussion Instructor - \$1,500

Tina Pulver, Band Front Instructor - \$2,100

Robyn Rummings, Assistant Director - \$2,100

Manny Tsikitas, Volunteer

Athletic Coaches

Rob Houseknecht, Athletic Director, is recommending school board approval of the following coaches and their stipends/rate of pay for the 2020/2021 season. Stipends/rate of pay will be dependent on the season occurring per PIAA.

Football

Chris Eiswerth - Head Coach	5,875
Chris Lusk - 1st Assistant	4,019
Chris Engler - 2nd Assistant	2,823
Randy Boone - 3rd Assistant	2,674
Sam Buck - 4th Assistant	2,674
Rich Schonewolf - Volunteer	
Ryan Barnes - Volunteer	
Tyler Schonewolf - Volunteer	
Dominick Bragalone - Volunteer	
Alex Peluso - JH Head Coach	3,120

Girls Soccer

Marc Lovecchio - Head Coach	3,455
Jane House - Assistant Coach	2,674
Tracey Knoebel - Volunteer	

Boys Soccer

Chris Vanaskie - Head Coach	3,549
Manny Tsikitas - Volunteer	
Griffin Molino - Volunteer	

Volleyball

Tom Packard - Head Coach	3,455
Terry Packard - Assistant Coach	2,674
Lynn Fessler - Volunteer	
Darci Warriner - Volunteer	

Girls Tennis

Theresa Summerson - Head Coach	3,076
Kent Young - Assistant Coach	2,317
John Dorner - Volunteer	

Cross Country

Matt DeBlander - Head Coach	2,975
Kerry Taylor - Volunteer	

Junior High Girls Softball

Tom O'Malley - Head Coach	2,340
Adam Lorson - Assistant Coach	2,006
Corey Goodman - Volunteer	
Scott Lowery - Volunteer	

Cheerleading

Christine Miller - Head Coach	3,455
Mackenzie Miller - Assistant Coach	2,674
Heather Bower - JH Head Coach	2,340

Junior High Girls Basketball

Gregg Anthony - 7th Grade Coach	2,674
Aaron Green - 8th Grade Coach	3,120

Boys Basketball

Rob Houseknecht - Head Coach	4,731
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Girls Basketball

Justin Marnon - Head Coach	4,731
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Wrestling

Eric Gerber - Head Coach	4,744
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Baseball

Casey Waller - Head Coach	4,880
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19. Tenure

It is recommended the school board approve tenure for James Girardi. He will have completed three years of satisfactory teaching at South Williamsport Area School District at the end of the 2020-2021 school year.

20. Disposal of Records

It is recommended the school board approve the business manager's request for disposal of all receipts, invoices, purchase orders, and related documents from the 2012-2013 school year in accordance of our Records Retention Policy.

BOARD INFORMATION

June 15, 2020

BOARD MEETING DATES

June 15 – School Board Meeting - 7:00 p.m. – VIRTUAL MEETING

July 06 – School Board Meeting – 7:00 p.m. - CANCELED

August 03 – School Board Meeting – 7:00 p.m.

September 14 – School Board Meeting – 7:00 p.m.

October 05 – School Board Meeting – 7:00 p.m.

BOARD COMMITTEE DATES

July 06 – Vision and Leadership Committee Meeting – 6:00 p.m. - CANCELED

August 03 – Operations Committee Meeting – 6:00 p.m.

September 14 – Vision and Leadership Committee Meeting – 6:00 p.m.

October 05 – Operations Committee Meeting – 6:00 p.m.

There will be an
Executive Session
of the School Board
at 6:30 p.m. prior to
the regular board
meeting on Monday,
June 15, 2020

**SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT
TREASURER'S REPORT AS OF MAY 31, 2020**

GENERAL FUND - Checking Account

Book Balance April 30, 2020 1,646,762.02

Receipts

Real Estate Taxes, Face (Interim Bill)	6111	267.14	
Real Estate Taxes, Discounts (Interim Bill)	6211	(5.34)	
Earned Income Tax, less Commission	6151	145,934.76	
Real Estate Transfer Tax, less Commission	6153	32,495.56	
Delinquent Tax Collection, less Commission	6411	112,219.62	
Interest Income	6510	475.30	
IDEA	6830	151,149.00	
ECRI Grant	6832	7,000.00	
Energy Incentive	6992	2,667.83	
Social Security Subsidy	7112	70,206.58	
Title I	8514	44,165.74	
Title II	8515	11,404.00	
Title IV	8517	1,771.33	
Wellness Incentives	Offset Expenses	1,725.00	
Lost book fees	Offset Expenses	30.00	
Retiree HI Payments	Offset Expenses	600.00	
HI COBRA Payment	Offset Expenses	749.72	
Refund Due to Cancellations	Offset Expenses	4,902.00	587,758.24

Payments

Payments Issued in May 2020 (1,403,570.37)

Book Balance May 31, 2020 830,949.89

GENERAL FUND - PLGIT Investment Account

Book Balance April 30, 2020 63,275.38

Interest Income 5.07

Book Balance May 31, 2020 63,280.45

CAFETERIA FUND

Book Balance April 30, 2020 100,139.63

Receipts

Cafeteria Deposits	64.35	
National Lunch & Breakfast Program	-	
Interest Income	42.31	106.66

Payments

Checks Issued in May 2020 (575.75)

Book Balance May 31, 2020 99,670.54

CAPITAL RESERVE FUND

Book Balance April 30, 2020	392,468.05
Receipts	-
Interest Income	186.22
Checks Issued in May 2020	-
Book Balance May 31, 2020	<u>392,654.27</u>

STUDENT ACTIVITIES - CLUBS

Book Balance April 30, 2020	97,833.57
Receipts	200.40
Interest Income	41.51
Checks Issued in May 2020	(3,079.44)
Book Balance May 31, 2020	<u>94,996.04</u>

STUDENT ACTIVITIES - ATHLETIC BOOSTERS

Book Balance April 30, 2020	77,271.84
Receipts	3,013.13
Interest Income	34.26
Checks Issued in May 2020	(5,649.87)
Book Balance May 31, 2020	<u>74,669.36</u>

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/11/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
1100 REGULAR PROGRAMS					
100 SALARIES	4,559,563.00	0.00	3,519,670.90	1,039,892.10	77.19
200 EMPLOYEE BENEFITS	3,137,881.00	0.00	2,496,524.26	641,356.74	79.56
300 PURCH PROF & TECH SVCS	16,032.00	0.00	12,672.95	3,359.05	79.04
400 PURCHASED PROPERTY SVCS	43,324.00	0.00	36,504.51	6,819.49	84.25
500 OTHER PURCHASED SVCS	552,845.00	0.00	425,330.92	127,514.08	76.93
600 SUPPLIES	179,864.00	9,169.00	133,418.54	37,276.46	79.27
700 PROPERTY	5,836.00	0.00	5,867.36	-31.36	100.53
800 OTHER OBJECTS	21,333.00	0.00	7,545.94	13,787.06	35.37
Totals for - 1100's	8,516,678.00	9,169.00	6,637,535.38	1,869,973.62	78.04
1200 SPECIAL PROGRAMS					
100 SALARIES	1,101,465.00	0.00	883,308.50	218,156.50	80.19
200 EMPLOYEE BENEFITS	720,053.00	0.00	625,666.72	94,386.28	86.89
300 PURCH PROF & TECH SVCS	444,266.00	0.00	249,907.73	194,358.27	56.25
400 PURCHASED PROPERTY SVCS	270.00	0.00	0.00	270.00	0.00
500 OTHER PURCHASED SVCS	12,004.00	0.00	9,066.73	2,937.27	75.53
600 SUPPLIES	19,537.00	330.00	16,474.07	2,732.93	86.01
700 PROPERTY	5,000.00	0.00	1,174.32	3,825.68	23.48
Totals for - 1200's	2,302,595.00	330.00	1,785,598.07	516,666.93	77.56
1300 VOCATIONAL EDUCATION					
100 SALARIES	270,536.00	0.00	209,402.96	61,133.04	77.40
200 EMPLOYEE BENEFITS	175,667.00	0.00	148,403.18	27,263.82	84.47
400 PURCHASED PROPERTY SVCS	1,800.00	0.00	0.00	1,800.00	0.00
500 OTHER PURCHASED SVCS	257,520.00	0.00	1,907.48	255,612.52	0.74
600 SUPPLIES	16,389.00	0.00	6,901.78	9,487.22	42.11
Totals for - 1300's	721,912.00	0.00	366,615.40	355,296.60	50.78

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/11/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
1400 OTHER INSTRUCTION					
100 SALARIES	205,426.00	0.00	168,048.46	37,377.54	81.80
200 EMPLOYEE BENEFITS	132,974.00	0.00	103,929.08	29,044.92	78.15
300 PURCH PROF & TECH SVCS	28,013.00	0.00	28,005.80	7.20	99.97
500 OTHER PURCHASED SVCS	126,000.00	0.00	82,019.74	43,980.26	65.09
600 SUPPLIES	3,978.00	0.00	4,152.67	-174.67	104.39
800 OTHER OBJECTS	1,200.00	0.00	175.14	1,024.86	14.59
Totals for - 1400's	497,591.00	0.00	386,330.89	111,260.11	77.64
2100 SUPPORT FOR STUDENTS					
100 SALARIES	235,104.00	0.00	192,583.52	42,520.48	81.91
200 EMPLOYEE BENEFITS	143,797.00	0.00	111,042.63	32,754.37	77.22
500 OTHER PURCHASED SVCS	1,600.00	70.00	647.40	882.60	44.83
600 SUPPLIES	7,764.00	490.00	3,294.20	3,979.80	48.74
800 OTHER OBJECTS	325.00	0.00	210.00	115.00	64.61
Totals for - 2100's	388,590.00	560.00	307,777.75	80,252.25	79.34
2200 SUPPORT FOR INSTRUCTION					
100 SALARIES	224,248.00	0.00	167,409.20	56,838.80	74.65
200 EMPLOYEE BENEFITS	243,731.00	0.00	208,160.29	35,570.71	85.40
300 PURCH PROF & TECH SVCS	163,758.00	0.00	161,800.70	1,957.30	98.80
400 PURCHASED PROPERTY SVCS	6,000.00	0.00	941.84	5,058.16	15.69
500 OTHER PURCHASED SVCS	16,879.00	0.00	9,240.79	7,638.21	54.74
600 SUPPLIES	42,761.00	675.99	41,144.13	940.88	97.79
700 PROPERTY	86,059.00	0.00	79,481.73	6,577.27	92.35
Totals for - 2200's	783,436.00	675.99	668,178.68	114,581.33	85.37
2300 ADMINISTRATION					
100 SALARIES	622,750.00	0.00	534,236.54	88,513.46	85.78

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/11/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
200 EMPLOYEE BENEFITS	623,359.00	0.00	569,944.31	53,414.69	91.43
300 PURCH PROF & TECH SVCS	84,000.00	0.00	67,569.36	16,430.64	80.43
400 PURCHASED PROPERTY SVCS	0.00	0.00	0.00	0.00	0.00
500 OTHER PURCHASED SVCS	18,625.00	0.00	16,126.90	2,498.10	86.58
600 SUPPLIES	17,559.00	166.74	13,262.02	4,130.24	76.47
800 OTHER OBJECTS	12,750.00	0.00	15,612.09	-2,862.09	122.44
Totals for - 2300's	1,379,043.00	166.74	1,216,751.22	162,125.04	88.24
2400 PUPIL HEALTH					
100 SALARIES	114,299.00	0.00	98,541.73	15,757.27	86.21
200 EMPLOYEE BENEFITS	52,701.00	0.00	40,932.13	11,768.87	77.66
300 PURCH PROF & TECH SVCS	5,100.00	0.00	0.00	5,100.00	0.00
400 PURCHASED PROPERTY SVCS	303.00	0.00	0.00	303.00	0.00
500 OTHER PURCHASED SVCS	275.00	0.00	0.00	275.00	0.00
600 SUPPLIES	9,639.00	0.00	3,234.73	6,404.27	33.55
Totals for - 2400's	182,317.00	0.00	142,708.59	39,608.41	78.27
2500 BUSINESS OFFICE					
100 SALARIES	155,000.00	0.00	133,125.21	21,874.79	85.88
200 EMPLOYEE BENEFITS	129,028.00	0.00	113,136.33	15,891.67	87.68
300 PURCH PROF & TECH SVCS	15,200.00	0.00	14,495.64	704.36	95.36
400 PURCHASED PROPERTY SVCS	2,482.00	0.00	2,524.80	-42.80	101.72
500 OTHER PURCHASED SVCS	14,500.00	0.00	6,823.60	7,676.40	47.05
600 SUPPLIES	3,266.00	0.00	2,055.69	1,210.31	62.94
Totals for - 2500's	319,476.00	0.00	272,161.27	47,314.73	85.18
2600 PLANT SERVICES					
100 SALARIES	611,111.00	0.00	521,906.99	89,204.01	85.40
200 EMPLOYEE BENEFITS	555,783.00	0.00	509,056.59	46,726.41	91.59

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/11/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
300 PURCH PROF & TECH SVCS	60,000.00	0.00	19,727.14	40,272.86	32.87
400 PURCHASED PROPERTY SVCS	226,266.00	6,757.86	196,853.13	22,655.01	89.98
500 OTHER PURCHASED SVCS	91,065.00	0.00	87,649.59	3,415.41	96.24
600 SUPPLIES	405,383.00	44,640.31	351,708.76	9,033.93	97.77
700 PROPERTY	2,300.00	733.36	0.00	1,566.64	31.88
800 OTHER OBJECTS	600.00	0.00	0.00	600.00	0.00
Totals for - 2600's	1,952,508.00	52,131.53	1,686,902.20	213,474.27	89.06
2700 STUDENT TRANSPORTATION					
100 SALARIES	17,834.00	0.00	11,208.16	6,625.84	62.84
200 EMPLOYEE BENEFITS	7,479.00	0.00	4,700.69	2,778.31	62.85
300 PURCH PROF & TECH SVCS	3,250.00	0.00	3,250.00	0.00	100.00
500 OTHER PURCHASED SVCS	318,207.00	0.00	257,256.29	60,950.71	80.84
600 SUPPLIES	58,673.00	0.00	32,152.93	26,520.07	54.80
Totals for - 2700's	405,443.00	0.00	308,568.07	96,874.93	76.10
3100 FOOD SERVICE					
100 SALARIES	0.00	0.00	32,443.50	-32,443.50	0.00
200 EMPLOYEE BENEFITS	0.00	0.00	89,381.67	-89,381.67	0.00
Totals for - 3100's	0.00	0.00	121,825.17	-121,825.17	0.00
3200 STUDENT ACTIVITIES					
100 SALARIES	208,065.00	0.00	204,473.11	3,591.89	98.27
200 EMPLOYEE BENEFITS	87,275.00	0.00	72,167.47	15,107.53	82.68
300 PURCH PROF & TECH SVCS	68,714.00	0.00	56,539.98	12,174.02	82.28
400 PURCHASED PROPERTY SVCS	5,700.00	0.00	3,913.75	1,786.25	68.66
500 OTHER PURCHASED SVCS	44,553.00	0.00	33,591.19	10,961.81	75.39
600 SUPPLIES	56,097.00	2,880.99	43,015.15	10,200.86	81.81
800 OTHER OBJECTS	24,575.00	0.00	16,271.87	8,303.13	66.21

Board Summary Report

Fund: 10 GENERAL FUND

As of 06/11/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
Totals for - 3200's	494,979.00	2,880.99	429,972.52	62,125.49	87.44
3300 COMMUNITY SERVICES					
100 SALARIES	1,000.00	0.00	0.00	1,000.00	0.00
200 EMPLOYEE BENEFITS	420.00	0.00	0.00	420.00	0.00
500 OTHER PURCHASED SVCS	13,500.00	0.00	3,371.95	10,128.05	24.97
Totals for - 3300's	14,920.00	0.00	3,371.95	11,548.05	22.60
5100 DEBT SERVICE					
800 OTHER OBJECTS	2,000.00	0.00	665.18	1,334.82	33.25
900 OTHER USES OF FUNDS	1,717,676.00	0.00	1,717,997.00	-321.00	100.01
Totals for - 5100's	1,719,676.00	0.00	1,718,662.18	1,013.82	99.94
5200 FUND TRANSFERS					
900 OTHER USES OF FUNDS	0.00	0.00	0.00	0.00	0.00
Totals for - 5200's	0.00	0.00	0.00	0.00	0.00
5900 BUDGETARY RESERVE					
800 OTHER OBJECTS	64,799.00	0.00	0.00	64,799.00	0.00
Totals for - 5900's	64,799.00	0.00	0.00	64,799.00	0.00
EXPENDITURE Totals	19,743,963.00	65,914.25	16,052,959.34	3,625,089.41	81.63
FUND 10 - TOTALS:					
Total Expenditure	17,959,488.00	65,914.25	14,334,297.16	3,559,276.59	80.18
Total Other Expenditure	1,784,475.00	0.00	1,718,662.18	65,812.82	96.31
Total Revenue	0.00	0.00	0.00	0.00	0.00
Total Other Revenue	0.00	0.00	0.00	0.00	0.00
Totals	19,743,963.00	65,914.25	16,052,959.34	3,625,089.41	81.63

Fund Accounting Check Summary

fackamc

General Fund - From 06/02/2020 To 06/11/2020

Note: Output selection limited to transactions dated between 06/02/2020 and 06/11/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018126	ACTIVE DATA SOLUTIONS	GENERAL SUPPLIES.....		991.00
00018127	BLAST INTERMEDIATE UNIT 17	INTERNET SERVICE.....	TELEPHONE SERVICE.....	1,795.07
00018128	ETTINGERS LANDSCAPEING	GENERAL SUPPLIES.....		79.80
00018129	FRED HAMM INC	DISPOSAL SERVICES.....		828.74
00018130	HILSHER GRAPHICS	COMMENCEMENT PROGRAMS.....	VISITOR LOG BOOKS.....	408.19
00018131	JOANN KENNEDY	GENERAL SUPPLIES.....		228.84
00018132	LJC JANITORIAL DISTRIBUTORS	GENERAL SUPPLIES.....		38.60
00018133	NITTANY OIL	GASOLINE.....		243.97
00018134	PSERS	RETIREMENT.....		10.92
00018135	PAYROLL FUND	GROSS 6-5-2020.....	ER RETIRE 6-5-2020.....	484,973.77
00018136	SWHS Yearbook	TEXTBOOKS.....		197.16
00018137	WAGNERS TROPHIES &	GIRLS TENNIS MEDALS.....		69.45
00018138	XEROX CORP	REPAIRS & MAINT.....		262.25
00018139	SUSAN ZAYDELL	CELL PHONE SERVICE.....	TRAVEL-March/April/May 2020.....	149.56
00018140	PA Dept of Community &	DUES & FEES.....		115.63
	Economic Development			
00018141	ANY EVENT RENTAL & SALES	GENERAL SUPPLIES.....		300.00
00018142	BARR'S HARDWARE	GENERAL SUPPLIES.....		130.19
00018143	COMMONWEALTH CHARTER ACADEMY	CHARTER SCHOOL.....		2,311.69
00018144	J C EHRLICH	REPAIRS & MAINT.....		175.00
00018145	GRAND RENTAL STATION	REPAIRS & MAINT.....		120.00
00018146	HURWITZ BATTERIES	GENERAL SUPPLIES.....		22.90
00018147	JOSTENS INC	GENERAL SUPPLIES.....		16.99
00018148	JusticeWorks YouthCare, Inc.	PURCHASE TECH SERVICE.....		10,199.08
00018149	KEYSTONE ADVERTISING	GENERAL SUPPLIES.....		110.00
	SPECIALTIES			
00018150	ELERY W NAU INC	GENERAL SUPPLIES.....		1,099.50
00018151	PA DISTANCE LEARNING CHARTER SCHOOL	CHARTER SCHOOL.....		3,584.39
	SCHOOL			
00018152	PASD-MAYS/PA CHILD CARE	ALTERNATIVE ED.....		1,285.47
00018153	PERMA-BOUND	TEXTBOOKS.....		434.25
00018154	PITNEY BOWES	REPAIRS & MAINT.....		220.86
00018155	RICOH USA INC	REPAIRS & MAINT.....		615.50
00018156	SUN GAZETTE CO	ADVERTISING.....		803.67
00018157	SUPERIOR BUSINESS SOLUTIONS	GENERAL SUPPLIES.....		357.79
00018158	SUSQUEHANNA VALLEY MOBILITY	ORIGINAL EQUIPMENT.....		1,174.32
00018159	UGI ENERGY SERVICES	NATURAL GAS.....		2,001.77

* Denotes Non-Negotiable Transaction

P - Prenote

d - Direct Deposit

c - Credit Card Payment

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SOUTH WILLIAMSPORT SCHOOL DIST

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Fund Accounting Check Summary

facksmc

General Fund - From 06/02/2020 To 06/11/2020

Note: Output selection limited to transactions dated between 06/02/2020 and 06/11/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018160	UGI UTILITIES, INC.	NATURAL GAS.....		3,858.29
00018161	ASHLEY ZIELEWICZ	GENERAL SUPPLIES.....		39.33
*00E20076	WOODLANDS BANK	Wire Transfer Fee from wiring HI P		25.00
*00E20077	LYCOMING COUNTY INSURANCE CONSORTIUM	Highmark June 2020 Health Ins Prem		174,548.55
*00E20078	WOODLANDS BANK	Direct Deposit Fee for 6/5/2020...		10.00
10-GENERAL FUND				693,837.49
Grand Total Manual Checks :				174,583.55
Grand Total Regular Checks :				519,253.94
Grand Total Direct Deposits:				0.00
Grand Total Credit Card Payments:				0.00
Grand Total All Checks :				693,837.49

Fund Accounting Check Summary

CAFETERIA FUND - From 06/02/2020 To 06/11/2020

facksmc

Note: Output selection limited to transactions dated between 06/02/2020 and 06/11/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00006146	NUTRITION INC	FOOD.....		11,593.48
00006147	SHELLY HILL	22058.....	Reimbursement.....	72.20
		50-FOOD SERVICE FUND		
		Grand Total Manual Checks :		0.00
		Grand Total Regular Checks :		11,665.68
		Grand Total Direct Deposits:		0.00
		Grand Total Credit Card Payments:		0.00
		Grand Total All Checks :		11,665.68

* Denotes Non-Negotiable Transaction

June 8, 2020

The regular meeting of the South Williamsport Area School Board was called to order at 7:00 PM as a virtual meeting on the Zoom platform by the President, Nathan Miller.

The meeting opened with a Moment of Silence and Pledge to the Flag.

Board Members Present: Bachman, Bowman, Cramer, Fiorini, McGinn, Miller, and Molino.

Others Present: Mark Stamm – Superintendent, Fred Holland – Solicitor, and Jamie Mowrey – Business Manager.

Visitors: Audrey Bear, Morgan Haas, Chris Molino, Emily Wagner, Kristin Bastian, Melissa Bradley, Michele Loomis, Scott Hill, Brenda Trimble, Kevin Eck, Jessica Kaledas, Robyn Rummings, Bill Reifsnnyder, Jesse Smith, Matt Eisley, Rob Houseknecht, Steve Rupert, Susan Zaydell, Lesa Hennigan, Amy Pregent, Tara McGlensey and Mike Reuther-SunGazette.

APPROVE TREASURER'S REPORT

A motion to approve the Treasurer's Report for April 2020 was moved by Fiorini, seconded by McGinn. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE GENERAL FUND BILLS

A motion to approve the payment of bills from the General Fund in the amount of \$714,678.03 as funds become available was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE MINUTES

A motion to approve the minutes of May 18, 2020, as written was moved by Cramer, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

SUPERINTENDENT RECOMMENDATIONS

BUDGET UPDATE

Jamie Mowrey, Business Manager, gave an update on the 2020/2021 budget. The Commonwealth approved their 2020/2021 budget which contains a 12 month budget for K-12 schools but only has a 5 month budget for all other sectors. Basic Education Subsidy, Special Education Subsidy, and Ready to Learn Block Grant were flat funded. Schools will receive exactly what they received in 2019/2020. They are not running the funds through formula so any changes in ADMS will not have an impact on our allocation. Homestead/Farmstead funds are gambling funds to help offset property taxes. There was an initial allocation provided to us on May 1; however, we then received notification that the allocation was wrong and would be cut by up to half. The Commonwealth managed to find funds to fill the gap, so our allocation will remain at the same level as the past. Federal CARES funding was passed through. In the past, the Commonwealth used federal funding to supplant or offset state funding. In this case, they passed in through as supplemental funding. These are one-time funds. The Commonwealth also made funds available for COVID-19 Disaster Emergency Health and Safety Grants. These funds replace the prior School Safety and Security Grants. These are one-time funds. We are planning on using these one-time funds to purchase iPads to go one-to-one, upgrade our wireless technology to support the iPads, potentially buy hot-spots, and purchase any PPE required for COVID-19.

In the proposed final budget that was approved on May 4, 2020, local earned income tax was decreased by 5%. Studies that were released show a drop in local revenue of 10%-25%, so we decreased local earned income tax by another 5%. After making that change, along with several others, we are showing a deficit of \$393,000. If we add back our lost revenue due to COVID-19 (\$316,000), our deficit would be

\$77,000. Our solution is to refinance our outstanding debt to offset the drop in revenue. If revenue does not drop by \$316,000, we will transfer more funds to Capital Reserve. If revenues drop more than \$316,000, we will transfer less to Capital Reserve. It is important to note that we are still showing that we will use \$77,000 of fund balance. We can't use budgetary relief from refinancing to cover operating expenses. We still have work to do in future years to get back to a balanced budget.

The final budget will be voted on at the June 15, 2020 board meeting.

APPROVAL OF RESOLUTION TO INCUR DEBT

A motion to approve a resolution to incur non-electoral debt pursuant to the Local Government Unit Debt Act, and to evidence such indebtedness by the issuance of its General Obligation Notes, Series of 2020, for the purpose of financing the current refunding of all or a portion of the remaining outstanding General Obligation Bonds, Series AA of 2014, and to pay the costs and expenses of issuing, and possibly insuring, the Notes was moved by McGinn, seconded by Cramer. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-absent, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVAL OF MEMORANDUM OF UNDERSTANDING

A motion to approve the Memorandum of Understanding between the South Williamsport Area School District and the Council 86, American Federation of State, County and Municipal Employees AFL-CIO Local 660 (Association) pertaining to Vacation, Section 7 was moved by Cramer, seconded by Fiorini. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

KEYSTONE EXAM UPDATE

Dr. Stamm, Superintendent, provided an update on Keystone Exams. Students in Algebra 1, 10th Grade English, and 9th Grade Biology are required to take the Keystone Exams. The May 2020 exams were cancelled. PDE said the exams were not required. However, there is a 2017 law that requires students to take the exam for graduation. Keystone exams will be offered in September 2020 but there will be an opt out allowed. However, if they opt out, they can't graduate in the first 2 pathways. School Counselors are drafting letters to send home to students and families to explain their options.

GRADUATION CRITERIA CHANGES DUE TO COVID-19 SCHOOL CLOSURE

A motion to remove the local graduation requirement of remediation completion for students who have not met the Keystone Exam "proficiency" threshold due to students being unable to participate in the make-up exam in May 2020 due to the mandatory school closure was moved by McGinn, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

CHILD BEARING/CHILD REARING LEAVE REQUEST

A motion to approve the early return request from employee #1007 regarding her leave request was moved by Cramer, seconded by Bachman. The employee was previously approved to be off through the end of the 2019/2020 school year. The employee returned on May 26, 2020 to prepare for the digital transition process for the 2020/2021 school year. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE POLICY 800 – FIRST READING

A motion to approve Policy 800, Student iPad Responsible Use, for first reading was moved by Bachman, seconded by Fiorini. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

TEMPORARY SUSPENSION OF POLICY 707

A motion to temporarily suspend Policy 707, Use of School Facilities, to suspend facility access to Class B, C and D organizations through December 31, 2020, was moved by McGinn, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

POLICY CHANGE – POLICY 237

A motion to revise Policy 237, Electronic Devices, to permit students to carry their cellular phones but require them to be turned off during the school day was moved by Cramer, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

REQUEST TO CANCEL BOARD MEETING DATE

A motion to cancel the July 6, 2020 board meeting and committee meeting was moved by Cramer, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

Mark Stamm, Superintendent, provided an update about re-opening guidelines that were released by the Pennsylvania Department of Education. A committee will be formed to create district guidelines for re-opening school in the fall.

COURTESY TO THE FLOOR

The following topics were discussed by the following individuals:

Melissa Bradley – school in the fall.

A motion to adjourn the meeting was made by Fiorini, seconded by Bachman. All members present voting yes, the meeting was adjourned at 7:55 PM.

Attest

Jamie Mowrey
Board Secretary

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

RESOLUTION ADOPTING THE 2020-2021 GENERAL FUND BUDGET

RESOLVED THAT THE BUDGET OF THE South Williamsport Area School District, Lycoming County, Pennsylvania, as proposed, advertised, and revised with revenues of \$19,431,077, and expenses of \$19,508,106 is finally adopted in the form attached hereto as the annual budget of said school district for the fiscal year beginning July 1, 2020.

BE IT FURTHER RESOLVED that the Board of School Directors of the South Williamsport Area School District hereby authorize the appropriation and expenditure of the funds as itemized in said budget during the fiscal year beginning July 1, 2020. The necessary revenue for the same shall be provided by state appropriations; by federal funds; by a 16.78 mill real estate tax, levied herewith, and by the following taxes previous levied by this School Board as continuing taxes under Act 511, and re-levied herewith The Local Tax Enabling Act:

One and one tenth hundredths percent (1.10%) Earned Income and Net Profits
Tax

One-half of one percent (1/2%) Real Estate Transfer Tax

		2019/20 Final Budget	2020/21 Final Budget	Change from 2019/20 Final to 2020/21 Final
Local Revenue	6111 Real Estate Taxes	5,652,352	5,576,692	(75,660)
	6113 Public Utility Realty Taxes	8,000	7,500	(500)
	6114 Payments in Lieu of Current Taxes	19,570	22,095	2,525
	6151 Earned Income Taxes	2,198,266	1,978,440	(219,826)
	6153 Real Estate Transfer Taxes	100,000	125,000	25,000
	6400 Delinquent Real Estate Taxes	350,000	350,000	-
	6500 Earnings on Investments	30,000	30,000	-
	6700 Athletic Event Admissions	33,900	33,900	-
	6830 IDEA Funding (from BLAST IU)	180,292	183,600	3,308
	6910 Facility Rental Fees	5,000	3,000	(2,000)
	6920 Private Donations (SWASDF)	20,000	20,000	-
	6944 Receipts from other LEAs	10,000	10,000	-
	6990 Miscellaneous Revenue	1,000	1,000	-
	6992 Energy Incentive Rebate	5,000	3,000	(2,000)
State Revenue	7110 Basic Instructional Subsidy	6,157,658	6,154,310	(3,348)
	7270 Special Education Subsidy	879,881	873,486	(6,395)
	7310 Transportation	221,566	212,718	(8,848)
	7320 Building Reimbursement Subsidy	420,242	-	(420,242)
	7330 Health Services	25,107	23,000	(2,107)
	7340 Property Tax Reduction Allocation	560,963	562,049	1,086
	7361 School Safety & Security Grants	25,000	-	(25,000)
	7369 Other Safe Schools Grants	30,000	-	(30,000)
	7505 Ready to Learn Block Grant	228,011	228,011	-
	???? COVID-19 Disaster Emergency Health & Safety Grant	-	208,035	208,035
	7800 State Share of FICA	382,194	387,149	4,955
	7820 State Share of PSERS	1,717,486	1,743,613	26,127
Federal	8514 Title I	331,243	346,647	15,404
	8515 Title II	42,765	51,982	9,217
	8517 Title IV	26,570	25,008	(1,562)
	8741 CARES - ESSER	-	270,842	270,842
	Total Revenue	19,662,066	19,431,077	347,817

Expenses	100 Salaries	8,326,401	8,434,622	108,221
	200 Employee Benefits	6,012,914	5,983,061	(29,853)
	300 Purchased Professional & Technical Services	839,462	862,305	22,843
	400 Purchased Property Services	303,024	287,920	(15,104)
	500 Other Purchased Services	1,496,799	1,508,256	11,457
	600 Supplies	820,910	871,090	50,180
	700 Property	99,195	443,429	344,234
	800 Other Objects	127,582	133,249	5,667
	900 Debt Service Payment	1,717,676	617,500	(1,100,176)
	900 Transfer to Capital Reserve	-	366,674	366,674
	Total Expense	19,743,963	19,508,106	(235,857)

Increase or (Decrease) in Fund Balance	(81,897)	(77,029)
Add net expense for 4 Paras	(75,190)	-
Beginning Fund Balance	974,194	817,107 *
Ending Fund Balance	<u>817,107 *</u>	<u>740,078</u>

* Fund balance of \$817,107 is budgeted total. Amount may vary based on 2019/20 results.

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT

2020-2021 Tax Levy Resolution

RESOLVED that the Board of Directors of the South Williamsport Area School District hereby levies taxes for the 2020 – 2021 Fiscal Year at the rates set forth below:

Real Estate	16.78 mills on each dollar (\$16.78 on each \$1,000) of the assessed valuation of real estate established by the Lycoming County Assessment office
Earned Income And Net Profits	1.10% of earned income or net profits
Realty Transfer	½ of 1% of consideration or fair market value of real estate transferred

All of the above levies are in accordance with the standing resolutions enacted approving such taxes, which are incorporated by reference.

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT**2020 Homestead and Farmstead Exclusion Resolution**

RESOLVED, by the Board of School Directors of South Williamsport Area School District, that homestead and farmstead exclusion real estate tax assessment reductions are authorized for the school year beginning July 1, 2020, under the provisions of the Homestead Property Exclusion Program Act (part of Act 50 of 1998) and the Taxpayer Relief Act (Act 1 of 2006), as follows:

1. **Aggregate amount available for homestead and farmstead real estate tax reduction.** The following amounts are available for homestead and farmstead real estate tax reduction for the school year beginning July 1, 2020:

a. **Gambling tax funds.** The Pennsylvania Department of Education (PDE) has notified the School District that PDE will pay to the School District during the school year pursuant to Act 1, 53 P.S. § 6926.505(b), as a property tax reduction allocation funded by gambling tax funds, the amount of \$562,049. In addition there is still \$2,049 of the amount from last year's gambling receipts that must be returned to the taxpayers.

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

a. **Homestead property number.** The number of approved homesteads within the School District is 2,431.

b. **Farmstead property number.** The number of approved farmsteads within the School District is 2.

c. **Homestead/farmstead combined number.** Adding these numbers, the aggregate number of approved homesteads and approved farmsteads is 2,433.

3. **Real estate tax reduction calculation.** The school board has decided that the homestead exclusion amount and the farmstead exclusion amount shall be equal. Dividing the paragraph 1(a) aggregate amount available during the school year for real estate tax reduction of \$564,098 by the paragraph 2(c) aggregate number of approved homesteads and approved farmsteads of 2,433 (before considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead and farmstead exclusion amount), the preliminary calculation of the maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$231.85.

Based on calculations provided by the School District Business Office from the best available information and carefully evaluated by the School Board, considering the assessed value of approved homesteads and approved farmsteads having an assessed value below the preliminary calculation of the maximum real estate assessed value reduction amount to be established as the homestead exclusion and the farmstead exclusion amount, an additional aggregate amount of \$2,210.69 will be available during the school year for real estate tax reduction applicable to approximately 2,421 homesteads and farmsteads, resulting in an additional real estate tax reduction amount available for each homestead and farmstead of \$.92. Adding this additional amount to the preliminary calculation of the maximum real estate tax reduction amount of \$231.85, the final maximum real estate tax reduction amount applicable to each approved homestead and to each approved farmstead is \$232.77.

4 Homestead exclusion calculation. Dividing the paragraph 3 maximum real estate tax reduction amount of \$230.50 by the School District real estate tax rate of 16.78 mills (.01678), the maximum real estate assessed value reduction to be reflected on tax notices as a homestead exclusion for each approved homestead is \$13,872, and the maximum real estate assessed value reduction to be reflected on tax notices as a farmstead exclusion for each approved farmstead is \$13,872.

5 Homestead/farmstead exclusion authorization – July 1 tax bills. The tax notice issued to the owner of each approved homestead within the School District shall reflect a homestead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the homestead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$13,872. The tax notice issued to the owner of each approved farmstead within the School District shall reflect an additional farmstead exclusion real estate assessed value reduction equal to the lesser of: (a) the County-established assessed value of the farmstead, or (b) the paragraph 4 maximum real estate assessed value reduction of \$13,872. For purposes of this Resolution, “approved homestead” and “approved farmstead” shall mean homesteads and farmsteads listed in the report referred to in paragraph 2 above and received by the School District from the County Assessment Office on or before May 1 pursuant to Act 1, 53 P.S. § 6926.341(g)(3), based on homestead/farmstead applications filed with the County Assessment Office on or before March 1. This paragraph 5 will apply to tax notices issued based on the initial tax duplicate used in issuing initial real estate tax notices for the school year, which will be issued on or promptly after July 1, and will not apply to interim real estate tax bills.



Department of Student Services

**Williamsport, PA 17701
570-323-8561**

**Canton, PA 17724
570-673-6001**

IDEA Agreement-Project # 062-20-0-017—CFDA #84.027

This Agreement entered into this **1st day of July, 2020**, by and between the Board of Education of **Bradford, Lycoming, Sullivan and Tioga (BLaST) Intermediate Unit #17**, hereinafter called ("BLaST"), and **South Williamsport 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 **\$183,600.00** 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 or 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 2020.

BLaST, IU #17

Brian R. Driscoll

South Williamsport Area School District

Allowable/Unallowable Costs

Costs must be: necessary, reasonable, allocable, and documented.

Guiding questions:

- Is the cost reasonable and necessary for the program?
- Do sound business practices support the expenditure?
- Does the expense support the purpose of the grant?
- Is the expense in compliance with laws, regulations and grant terms?
- Is the price comparable to that of similar goods or services in the geographic area?
- Is the purchase for excess cost of educating students with disabilities?

For a particular cost to be allowed, it must be an excess cost of providing special education and related services for IDEA Part B.

Costs that are allowed can include, but may not be limited to, the following. However, every effort must be made to allocate ACCESS reimbursable costs to state or local funding whenever possible:

- Extended school year (ESY) programs including ESY transportation and ESY for students with disabilities placed out of state through the Special Education Plan Revision Process (SEPRN)
- Supplemental education costs to support the implementation of the Cordero court decision
- Training programs for parents, teachers and professionals/paraprofessionals who work with students with disabilities
- Occupational and physical therapy
- Hearing impaired services
- Vision impaired services
- Physically impaired services
- Audiology
- Assistive technology specialist
- Orientation and mobility specialists
- Psychiatrists (MD certified for SED)
- Adaptive physical education
- Work experience coordinator and job coaches
- Speech therapy
- Special education teachers
- Clerical staff directly working with allowable professional staff
- Teacher's aides
- Bus aides
- Assistive devices
- Psychological services
- Social worker
- IEP specified nursing functions
- Program Monitoring and Evaluation
- Coordinated Early Intervening Services (optional -- available to school districts and public charter schools)

Costs that are not allowed can include, but may not be limited to, the following:

- Any expenditure made before the beginning date or after the ending date of an approved project
- School transportation (except for field trips, ESY transportation, etc.)
- Operational costs for school owned property (rent, heat, telephones)
- School administrators
- Construction
- Business costs
- Membership in organizations for individuals
- Travel expenses (except for project paid staff or attendance at project paid activities)
- Food, beverages or snacks (there is a high burden of proof that paying for food, beverages or snacks with federal funds is necessary to meet the goals and objectives of a federal grant)
- Rental costs for IU programs housed in school district operated buildings
- Costs related to legal counsel and/or attorney fees

**Estimated Amount
for 20-21 IDEA**

		District	City	Exhibit 2
\$	491,467.00	Athens Area School District	Athens, PA	
\$	204,871.00	Canton Area School District	Canton, PA	
\$	164,569.00	Northeast Bradford School District	Rome, PA	
\$	229,501.00	Sayre Area School District	Sayre, PA	
\$	274,281.00	Towanda Area School District	Towanda, PA	
\$	289,954.00	Troy Area School District	Troy, PA	
\$	263,086.00	Wyalusing Area School District	Wyalusing, PA	
\$	268,684.00	East Lycoming School District	Hughesville, PA	
\$	416,460.00	Jersey Shore School District	Jersey Shore, PA	
\$	264,206.00	Loyalsock Township School District	Montoursville, PA	
\$	138,820.00	Montgomery Area School District	Montgomery, PA	
\$	320,181.00	Montoursville Area School District	Montoursville, PA	
\$	205,991.00	Muncy School District	Muncy, PA	
\$	183,600.00	South Williamsport Area School District	South Williamsport, PA	
\$	828,441.00	Williamsport Area School District	Williamsport, PA	
\$	139,939.00	Sullivan County School District	Dushore, PA	
\$	409,743.00	Northern Tioga School District	Elkland, PA	
\$	445,567.00	Southern Tioga School District	Blossburg, PA	
\$	331,376.00	Wellsboro Area School District	Wellsboro, PA	



Inter- Governmental Agreement for shared Special Education Services

This AGREEMENT is made this First day of July 2020 between **South Williamsport Area School, South Williamsport, PA** and **BLaST, Intermediate Unit #17 of, Williamsport, Pennsylvania and Canton, Pennsylvania ("IU")**. In consideration of the promises and covenants contained in this agreement and intending to be legally bound, the parties agree as follows:

RESPONSIBILITIES OF THE IU

1. During the 2020-2021 school year, the IU shall provide and operate the programs and services enumerated in "Appendix A" attached hereto. For purposes of this agreement, the phrase "programs and services" shall mean the following:
 - a. Professional or paraprofessional staff in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date.
 - b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement and other duties as described in the supervisor job description attached to this contract (Appendix B).
 - c. Administrative and clerical support services from departments or programs within the IU other than the Special Education Department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.
 - d. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. s 1-111.
2. The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the IU. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance,

actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

3. On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service enumerated in or added to Appendix A for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into Appendix A and shall thereby be incorporated into this agreement.
4. Reconciliations – Immediately upon the cost of the term of this agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual costs that it incurred in the implementation of this agreement. The cost calculations shall be made by taking the total costs incurred in providing a particular program or service and dividing it by the total number of days or hours of service provided, then multiplying the resultant daily or hourly cost times the number of days or hours of use by the District. On or before November 1, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District according to the process described in Section D.
5. For those programs or services provided to local school districts, the IU shall follow the school calendar and schedule adopted by the District in which the service(s) is/are provided.

RESPONSIBILITY OF THE DISTRICT

6. On or before April 1, the District shall identify those programs and services that the District wishes the IU to provide in accordance with this agreement.
7. The District shall pay the IU according to the schedule contained in Section D.
8. The District shall assure the following for programs or services included in this contract:
 - a. Furnished classrooms and other space comparable in size and consideration to classrooms with the District to which non-exceptional students are typically assigned and which are located in reasonable proximity to the regular ebb and flow of building activities, unless the

identified needs of the students assigned to the program or service require otherwise.

Allocation of classrooms and other instructional space is the responsibility of the various school districts participating in this agreement. Fair-share of space and/or compensation for their equal share is the responsibility of the participating school districts. Fair share allocations shall be determined no later than August 1, and not changed thereafter without written consent of all districts participating in this agreement.

- b. Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.
- c. Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations, and Act 166 of 1998.
- d. Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.
- e. The same regular education support and ancillary services as provided to non-exceptional students.
- f. Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.
- g. Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is party.

COORDINATED RESPONSIBILITIES

The District shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDE's and IEP

planning conferences. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in this agreement. The District shall adhere to all recommendations of the IEP team that require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in this agreement.

PAYMENT SCHEDULE

9. The District agrees to pay the IU a total of **\$183,349.00** the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

1.	August 31, 2020	20%	\$36,669.80
2.	October 30, 2020	20%	\$36,669.80
3.	December 31, 2020	20%	\$36,669.80
4.	February 28, 2021	20%	\$36,669.80
5.	April 30, 2021	20%	\$36,669.80

Final reconciliation of actual costs shall be made on or before November 1 of the following year and subsequent billing if necessary.

LIABILITY

10. The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this agreement. The IU shall maintain sufficient liability insurance for this purpose.
11. The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose.
12. None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall

be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the district against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the IU under the terms of this agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

13. This agreement is intended to and shall be construed as consistent with all applicable state and federal laws in effect on the above date. To the extent that the law is construed as inconsistent with the language of this agreement, the law shall supersede the language as the contractual expression of the parties' intent and may be enforced as such.
14. This agreement constitutes the entire agreement and understanding between the IU and the District concerning the programs and services to which it applies. It supersedes and repeals all prior or contemporaneous agreements and understanding, written or oral on this subject. Any modification to this agreement shall be in writing executed by the legal representatives of the parties.
15. While it is the intent of both parties to honor the provision of this agreement, both reserve the right to terminate the agreement due to any unforeseen actions by non-contract parties such as the Pennsylvania Department of Education. Such termination shall be effected in a manner that maintains the rights of students, parents and IU employees.

BLaST Intermediate Unit #17

BY: Brian L. Dismore ATTEST: Jana H. Strong

South Williamsport Area School

BY: _____ ATTEST: _____

4/28/2020

South Williamsport Area School District



<u>Provider Name</u>	<u>Provider Title</u>	<u>Student Name</u>	<u>Duration</u>	<u>Description</u>	<u>Student Percentage</u>	<u>Student Cost</u>
Ranck Sheryl Ann	Audiology		0.0103	Percent of Time	0.0110	\$1,421.43
Ranck Sheryl Ann	Audiology		0.0103	Percent of Time	0.0110	\$1,421.43
Ranck Sheryl Ann	Audiology		0.0103	Percent of Time	0.0110	\$1,421.43
Ranck Sheryl Ann			<u>0.0309</u>		<u>0.0330</u>	<u>\$4,264.29</u>
20-21 Contract					3.00	\$4,264.29

Patterson Trisha	Autistic Coaching for Classroom		0.0192	Percent of Time	0.0172	\$2,830.93
Patterson Trisha	Autistic Coaching for Classroom		0.0133	Percent	0.0120	\$1,965.93
Patterson Trisha	Autistic Coaching for Classroom		0.0133	Percent	0.0120	\$1,965.93
Patterson Trisha	Autistic Coaching for Classroom					\$1,965.93
Patterson Trisha	Autistic Coaching for Classroom		0.0133	Percent	0.0120	\$1,965.93
Patterson Trisha	Autistic Coaching for Classroom		0.0133	Percent	0.0120	\$1,965.93
Patterson Trisha			<u>0.0725</u>		<u>0.0650</u>	<u>\$12,660.56</u>

4/28/2020

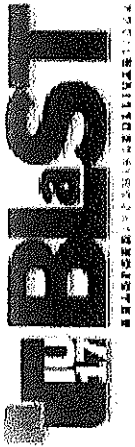
South Williamsport Area School District



<u>Provider Name</u>	<u>Provider Title</u>	<u>Student Name</u>	<u>Duration</u>	<u>Description</u>	<u>Student Percentage</u>	<u>Student Cost</u>
20-21 Contract						
Autistic Coaching for Classroom						
Brandy Lair	Autistic Support-Classroom	Brandy Lair	180.0000	Days	0.0133	\$25,068.55
			180.0000		0.0133	\$25,068.55
Chris Carithers	Autistic Support-Classroom		180.0000	Days	0.0133	\$25,068.55
Chris Carithers	Autistic Support-Classroom		180.0000	Days	0.0133	\$25,068.55
Chris Carithers	Autistic Support-Classroom		180.0000			\$25,068.55
Chris Carithers	Autistic Support-Classroom		180.0000	Days	0.0133	\$25,068.55
			720.0000		0.0400	\$100,274.22
20-21 Contract						
Autistic Support-Classroom						
Dougherty, Taylor	COTA		20.0000	Hours	0.0084	\$1,257.26
Dougherty, Taylor	COTA		20.0000	Hours	0.0084	\$1,257.26
Dougherty, Taylor	COTA		20.0000	Hours	0.0084	\$1,257.26

4/28/2020

South Williamsport Area School District



Provider Name

Provider Title

Student Name

Duration

Description

Student Percentage

Student Cost

Dougherty, Taylor

60.0000

0.0252

\$3,771.79

20-21 Contract

COTA

3.00

0.0252

\$3,771.79

Mertes, Alison

Hearing Support

20.0000

Hours

0.0315

\$5,873.15

Mertes, Alison

20.0000

0.0315

\$5,873.15

20-21 Contract

Hearing Support

1.00

0.0315

\$5,873.15

Kehrer, Ann

Occupational Therapy

2.5000

Hours

0.0042

\$316.46

Kehrer, Ann

Occupational Therapy

2.5000

Hours

0.0042

\$316.46

Kehrer, Ann

Occupational Therapy

2.5000

Hours

0.0042

\$316.46

Kehrer, Ann

7.5000

0.0127

\$949.37

20-21 Contract

Occupational Therapy

3.00

0.0127

\$949.37

4/28/2020

South Williamsport Area School District



<u>Provider Name</u>	<u>Provider Title</u>	<u>Student Name</u>	<u>Duration</u>	<u>Description</u>	<u>Student Percentage</u>	<u>Student Cost</u>
Baumann, Mary	Orientation Mobility & Vision	Baumann, Mary	20.0000	Hours	0.0816	\$5,953.06
			20.0000		0.0816	\$5,953.06
20-21 Contract			1.00	Orientation Mobility & Vision	0.0816	\$5,953.06

Delullo, Dianne	Speech and Language Support	Delullo, Dianne	15.0000	Hours	0.0030	\$1,589.82
			15.0000		0.0030	\$1,589.82
Kline, Amanda	Speech and Language Support		15.0000	Hours	0.0030	\$1,589.82
Kline, Amanda	Speech and Language Support		26.6667	Hours	0.0054	\$2,826.34
Kline, Amanda	Speech and Language Support		20.0000	Hours	0.0040	\$2,119.76
Kline, Amanda	Speech and Language Support		20.0000	Hours	0.0040	\$2,119.76
		Kline, Amanda	81.6667		0.0165	\$8,655.68
20-21 Contract			5.00	Speech and Language Support	0.0195	\$10,245.50

4/28/2020

South Williamsport Area School District



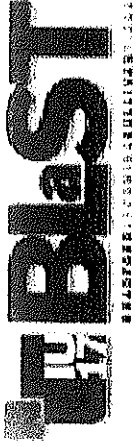
<u>Provider Name</u>	<u>Provider Title</u>	<u>Student Name</u>	<u>Duration</u>	<u>Description</u>	<u>Student Percentage</u>	<u>Student Cost</u>
Heath, Abbe	Teacher of the Visually Impaired	Heath, Abbe	60.0000	Hours	0.0545	\$14,288.51
			60.0000		0.0545	\$14,288.51
20-21 Contract			Teacher of the Visually Impaired			\$14,288.51

South Williamsport Area School District

\$183,349.00

4/28/2020

South Williamsport Area School District



<u>Provider Name</u>	<u>Provider Title</u>	<u>Student Name</u>	<u>Duration</u>	<u>Description</u>	<u>Student Percentage</u>	<u>Student Cost</u>
Grand Total:			1.00			\$183,349.00

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



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

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

BLaST Intermediate Unit 17 Hosted Datacenter Services Agreement

The background of this Agreement is as follows:

- I. **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as "BLaST"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724.
- II. South Williamsport School District (referred to throughout this Agreement as "**Purchaser**"), is a district with its principle place of business at 515 West Central Avenue, South Williamsport, PA 17702.
- III. **BLaST Technology Group** provides various technology services to numerous entities, primarily public school districts.
- IV. **Purchaser** desires to retain **BLaST** to provide certain technology services.

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

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

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

6. **Additional Services.** **BLaST** shall not be obligated to provide to **Purchaser** any additional services unless otherwise set forth in a writing signed by both parties.
7. **Ownership.** All programs, systems, and special form designs, which may be made available by **BLaST** to **Purchaser** as a part of the services provided under this Agreement, shall remain the

property of **BLaST** unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.

8. **Entire Written Agreement.** **BLaST HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.**
9. **Entire Agreement.** This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
10. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
11. **Alteration of Agreement.** No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
12. **Severability.** If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
13. **Notices.** All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
15. **Survival of Agreement.** This Agreement shall be binding on the successors and assigns of both parties.
17. **Captions.** The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.
18. **Nondisclosure:** Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns,

plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

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

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

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

Jon Paulhamus
Director of Technology

Dr. Christina Steinbacher-Reed
Executive Director

JON PAULHAMUS
PRINT NAME ABOVE
Jon Paulhamus
Date: 5/7/2020

Christina Steinbacher-Reed
PRINT NAME ABOVE
Christina Steinbacher-Reed
Date: 5/13/2020

WITNESS:

PRINT NAME ABOVE

Date: _____

DISTRICT:

By _____
PRINT NAME ABOVE

Title: _____

EXHIBIT – 1

Specification for Datacenter Hosting Services to be provided: 2020 - 2021 Fiscal Year.

Scope: BLaST Intermediate Unit #17 shall provide South Williamsport Area School District with secured access to Hosted VMWare Services in BLaST's data center (Clustered Servers, Low Latency SAN Storage), which are running a current, actively maintained version VMWare.

- BLaST will provide uptime and connectivity for the servers providing a secured private 10Gb Link to BLaST IU17.
- BLaST will provide 10TB of storage on a Tier1 very low latency SAN from Nimble Storage, 128GB Virtual Machine RAM and an average of 2 virtual CPU cores per virtual machine.
- BLaST will also perform regular backups of South Williamsport Area School District data and provide regular server maintenance as needed. This does not include updates to Operating System version or application migrations.
- The annual charge for the above is currently \$14,000.00, to be invoiced upon approval and in advance of each annual renewal thereafter. January 1st through June 30th 2020 will be prorated to \$7000.
- Expansions as follows:
 - For each addition: 16GB RAM, 2vCPU's and 1TB hosting storage space, we will add an additional \$1000 / year.

Effective date: July 1, 2020

Completion date: June 30, 2021

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

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



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

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

BLaST Intermediate Unit 17 Website Hosting Agreement

The background of this Agreement is as follows:

- I. **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as "BLaST"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724.
- II. South Williamsport School District (referred to throughout this Agreement as "**Purchaser**"), is a school district, with its principle place of business at 515 West Central Avenue, South Williamsport, PA 17702.
- III. **BLaST Technology Group** provides various technology services to numerous entities, primarily public school districts.
- IV. **Purchaser** desires to retain **BLaST** to provide certain technology services.

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

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

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

6. **Additional Services.** **BLaST** shall not be obligated to provide to **Purchaser** any additional services unless otherwise set forth in a writing signed by both parties.
7. **Ownership.** All programs, systems, and special form designs, which may be made available by **BLaST** to **Purchaser** as a part of the services provided under this Agreement, shall remain

the property of **BLaST** unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.

8. **Entire Written Agreement.** **BLaST** HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
9. **Entire Agreement.** This document represents the entire Agreement between **BLaST** and **Purchaser** and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
10. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
11. **Alteration of Agreement.** No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
12. **Severability.** If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
13. **Notices.** All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
15. **Survival of Agreement.** This Agreement shall be binding on the successors and assigns of both parties.
16. **Captions.** The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.
17. **Nondisclosure:** Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and

types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, complications, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing of the information, or if the disclosure is required by any law or governmental or quasi-governmental rule or regulation.

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

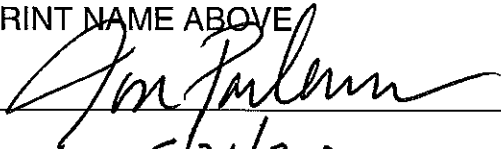
Such information shall also include (without limitation) the following information of Licensee and/or and Consortium Participant, regardless of its economic value: course content and design information and procedures, price/fee lists, school and student data and other records, details of Licensee's operations,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

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

Jon Paulhamus
Director of Technology

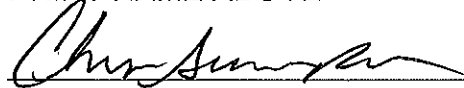
Dr. Christina Steinbacher-Reed
Executive Director

PRINT NAME ABOVE



Date: 5/26/2020

PRINT NAME ABOVE



Date: 5/19/2020

WITNESS:

PRINT NAME ABOVE

Date: _____

District:

By _____
PRINT NAME ABOVE

Title: _____

EXHIBIT – 1

Specification for Website Design and Hosting Services to be provided: 2020 - 2021 Fiscal Year.

Scope: BLaST Intermediate Unit #17 shall provide South Williamsport School District with website design and content migration services and an annual hosting agreement as outlined below:

- BLaST will create and host a custom designed website, formatted utilizing the Wordpress CMS platform with premium tier 2 services including:
 - Multi-site WordPress Configuration
 - ADA Accessibility Tool Included
 - 500GB of Storage
 - SSL (secure data transfer to protect user information such as passwords)
 - Premium Wordfence Threat Protection
 - Digital Kiosk Signage *
 - 24/7 Outage Alerts of any interruptions in service

* Additional one-time \$150 charge per individual signage display configured device - required for each physical display location.

- BLaST will migrate the districts existing website content including district information, individual school content, calendars, media, etc.
- BLaST will provide initial CMS training for administrators and support staff for content creation and data entry as needed.
- The one-time setup cost from BLaST is \$3500.00 for site creation and content migration
- The annual charge for website hosting is \$1,000.00, to be invoiced upon approval of website design and in advance of each annual renewal thereafter.

Expansion as follows:

- For additional modifications after initial site approval and launch, support fee will be billed at \$80 per hour with prior approval. Any additional website capability plugins outside of the included initial design that require purchasing will only be done so with prior written authorization.

Effective date: 7/1/2020

Completion date: 6/30/2021

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



MCIU SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of April 24, 2020, by and between **MONTGOMERY COUNTY INTERMEDIATE UNIT**, a Pennsylvania intermediate unit, with its principal place of business at **2 West Lafayette Street, Norristown, Pennsylvania 19401** ("MCIU") and **South Williamsport Area School District**, a Pennsylvania school district, with its principal place of business at **515 W. Central Avenue, South Williamsport, PA 17702** ("Client").

BACKGROUND

MCIU, as a regional service agency, provides temporary workers and technology services to school districts in Montgomery County for various needs. Client has requested MCIU to provide technology services to school based upon the terms and conditions set forth in this Agreement.

This agreement will allow the MCIU to provide the following to Client:

Description	Quantity	Price	Total
Marcia Brenner Report Card Creator PowerSchool Plug-in			
Annual Support and Maintenance	1,260	\$0.31	\$390.60
Total			\$390.60

Terms and Conditions:

1. All plug-ins are designed to work on a PowerSchool supported version.
2. Custom page management must be enabled to use plug-ins.
3. It is required that MCIU is assigned a user id and password to PowerSchool for training and support of the Report Card Creator plug-in.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

1. Rate. MCIU shall bill the client for this service provided to the School pursuant hereto, based upon the total proposed cost of **\$390.60**.
2. Term. The term of this Agreement shall be valid **July 1, 2020 until June 30, 2021**, subject, however, to the right of either party to terminate this Agreement upon thirty (30) days' written notice to the other.
3. Independent Contractor. MCIU understands that in performing this Agreement, MCIU is acting in the capacity of an independent contractor, and the MCIU shall not be an agent, servant, partner, nor employee of the School. School hereby indemnifies and holds the MCIU, its agents, servants, employees, board members and assigns, harmless from any and all claims, assessments, or liabilities associated with any investigation, litigation or administrative action relating to the School's technology department or the School's utilization of certain software or hardware on its computers.



4. Severability. If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the invalid provision shall be given the greatest degree of force and effectiveness possible, given the intent of the parties.

5. Consents. MCIU and School acknowledge and agree that all necessary approvals and consents have been obtained in connection with the execution of this Agreement and that each party signing this Agreement on behalf of the School and the MCIU has the full and complete authority to do so.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the day and year first above written.

South Williamsport Area School District

Montgomery County Intermediate Unit

Signature

Signature

Printed Name

Sandra Edling, Chief Financial Officer
Printed Name

Date

Date

CONTRACT FOR PEDIATRIC THERAPY SERVICES

This contract is made and entered into this 1st day of July, 2020 between UPMCW Williamsport d/b/a UPMC Pediatric Rehabilitation ("UPMCW") 700 High Street, Williamsport, PA 17701 and the South Williamsport School District ("District") whose administrative offices are located at 515 West Central Ave, South Williamsport, PA, 17702.

WHEREAS, UPMCW is a Pennsylvania nonprofit membership corporation whose sole member is UPMC (hereinafter referred to as "UPMC"), and is a tax-exempt charitable health care organization described in Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, UPMCW employs pediatric rehabilitation medicine therapists (Therapists) licensed to practice in the Commonwealth of Pennsylvania, specializing in Occupational Therapy, Physical Therapy and Speech Therapy; and

WHEREAS, UPMCW agrees to provide Therapists to the District at locations as the parties may agree upon; and District desires to obtain the services of Therapists for District students.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

1. Obligations of UPMCW. UPMCW hereby agrees to provide Therapists to provide physical therapy ("PT") and occupational ("OT") services ("Services") for District's school age students as follows:
 - 1.1 To provide direct PT and/or OT Services based on the individual student's evaluation results and the planned intervention goals on the individual education plan (IEP).
 - 1.2 To provide consultative PT and/or OT Services based on the individual student's evaluation results and the planned intervention goals on the IEP. Evaluations will be completed in a ninety (90) minute session or less.
 - 1.3 To complete observations, screenings and evaluations of referred students and written reports as required by established procedures. The evaluations and corresponding documentation will concentrate on access to and participation in school-based settings.
 - 1.4 To aide in the development of IEPs for students for the 2020-2021 school year based on students' identified needs.
 - 1.5 To attend all parent conferences, team meetings, IEP conferences, and other student related meetings as needed to review evaluation results, therapy services, and assist in the development of the IEPs.

- 1.6 To sign in/out at each site upon arrival and departure based on District protocol and procedure.
- 1.7 To maintain documentation of services provided and outcomes using the DARTS data management system. The District will help define parameters for the access to the system.
- 1.8 To complete all required billing for eligible students per District guidelines.
- 1.9 To provide documentation of professional licensure and liability insurance.

2. Obligations of District.

- 2.1 The District and UPMCW will designate a single point of contact to discuss programming and contract performance.
- 2.2 The District will obtain written parent permission and physician referral for students.

2.3 The District hereby agrees:

Physical Therapy Hourly Fee	\$ 88.00
Physical Therapy Assistant Hourly Fee	\$ 77.00
Physical Therapy Evaluation/Re-Evaluation	\$ 137.00
Occupational Therapy Hourly Rate	\$ 88.00
COTA Hourly Rate	\$ 77.00
Occupational Therapy Full Day Rate	\$ 330.00
Occupational Therapy Half-Day Rate	\$ 165.00
Occupational Therapy Evaluation/Re-Evaluation	\$ 137.00
Hourly Travel/Meeting Rate	\$ 48.00
Teen-Link Rental (Half-Day)	\$ 70.00

3. Term and Termination. The Services described in the contract will be provided on the following date(s): July 1, 2020 through June 30, 2021. This Agreement may be terminated without cause upon thirty (30) days written notice to the other party, except no such termination shall be effective until the date of the end of the District's current school year.
4. Compensation and Method of Payment. UPMCW will submit an invoice for Services within 10 days of the close of the month in which Services were provided. Payment shall be made by District within thirty (30) calendar days of the receipt of the invoice.
5. Indemnity and Insurance Requirements. UPMCW shall indemnify and hold harmless the District, its officers, agents, employees and assigns from and against all third-party claims, losses, costs, damages, expenses, reasonable attorneys' fees and liability that any of them may sustain:

- a. arising out of Therapists' failure to comply with any applicable local state or federal law in the performance of Services under this Agreement; and
- b. arising directly or indirectly out of Therapists' performance or lack of performance of this contract.

UPMCW certifies that it currently has, and agrees to maintain during the term of this Agreement, for itself and the Therapists, professional and general liability insurance in such amounts as may be required by law or in accordance with professional standards in the Commonwealth of Pennsylvania.

Certificates of such insurance shall be furnished by UPMCW to the District and shall contain the provision that the District be given 30 days' written notice of any intent to cancel or terminate by either UPMCW or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

6. Contract Transfer. Neither party shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the other party.
7. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the District and UPMCW. However, minor modifications may be made to take advantage of unforeseen opportunities that: (a) do not change the intent of the contract or the scope of UPMCW's performance; and (b) do not increase UPMCW's total compensation or method of payment. All such minor modifications to the contract must be recorded in writing and signed by both the District Special Education Coordinator and UPMCW, and placed on file with this contract. No price adjustments will be made unless the procedure has been included in the contract and a maximum allowable amount stipulated.
8. Monitoring and Evaluation. UPMCW shall cooperate with the District, or with any other person or agency as directed by the District, in monitoring, inspecting, auditing, or investigating the Services performed or activities related to this Agreement. UPMCW shall permit the District to evaluate all activities conducted under this contract as dictated by the District.
9. Governing Law and Interpretation. This Agreement shall be made, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be interpreted and applied in a manner consistent with UPMCW's status as an organization described in Section 501(c)(3) of the Internal Revenue Code. The venue for any legal proceeding brought pursuant to this Agreement shall be in Lycoming County Pennsylvania.
10. Confidentiality of Student Information. If, during the course of the UPMCW's performance of this contract, UPMCW should obtain any information pertaining to the students' official records, UPMCW agrees that this contract shall not be

construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' official records.

11. Conflict. To the extent that the terms of this Agreement conflict with any plan, policy or procedure of UPMCS or SHMG, the terms of this Agreement shall control.
12. Entire Agreement. This contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this contract.

IN WITNESS WHEREOF, the District and UPMCW have executed this contract on the day and year first written above.

UPMC Williamsport:

By: _____
Donald Owrey, President Date _____

Attest: _____

South Williamsport School District:

By: _____
Signature Date _____

Attest: _____

EXHIBIT A

Schedule No. 003 _____, 20____ to Master Lease Purchase Agreement # 7766934 Dated May 16, 2013

This Schedule No. 003 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 7766934 dated **May 16, 2013**, ("Master Lease"), and is effective as of _____, 20____. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$563,819.00 as such equipment is more particularly described in invoices presented to Apple Inc., as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 515 W CENTRAL AVENUE, SOUTH WILLIAMSPORT, PA 17702	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
Commencement	7/15/2020				\$563,819.00
1	7/15/2020	\$100,000.00	\$0.00	\$100,000.00	\$463,819.00
1	7/15/2020	\$117,673.80	\$0.00	\$117,673.80	\$346,145.20
2	7/15/2021	\$117,673.80	\$3,426.84	\$114,246.96	\$231,898.24
3	7/15/2022	\$117,673.80	\$2,295.79	\$115,378.01	\$116,520.23
4	7/15/2023	\$117,673.78	\$1,153.55	\$116,520.23	\$0.00
Totals		\$570,695.18	\$6,876.18	\$563,819.00	
Promotional Interest Rate 0.99%					

Lessee acknowledges that the discounted purchase price for the Lease is \$555,123.37 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.29% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

LESSOR: **APPLE INC.**LESSEE: **SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT**

SIGNATURE: _____

SIGNATURE: _____

NAME / TITLE: _____

NAME / TITLE: _____

DATE: _____

DATE: _____

FED TAX ID #: _____

ADDRESS: _____

515 W CENTRAL AVENUE
SOUTH WILLIAMSPORT, PA 17702

To: Members of the Board

From: Mark Stamm, Superintendent

Re: School Dental Health Program

All public schools in Pennsylvania are required to provide dental health programs and periodic screenings to students annually. Each district is required to annually submit a Dental Health Program to the Department of Health and this is a reimbursable service. Reimbursement rate is up to the actual cost of the program or \$2.00 per student.

The individual who provided this service as a licensed EDUCATIONAL dental hygienist left the district in early 2019. The district interviewed unsuccessfully for a certified EDUCATIONAL hygienist in the summer of 2019.

In August 2019, an emergency certification was secured for Amanda Grace Hicks who completed an internship under a supervising EDUCATIONAL hygienist from another school district. This allowed Mrs. Hicks to provide dental hygiene education and services to our students during the 2019-20 school year. Mrs. Hicks is an enthusiastic proponent of children's dental health and relates well with young children. In the course of her responsibilities this year she rewrote the dental education program for the district. This program was reviewed and approved by the schools dentist, Dr. Colin Branton.

A review of her records by PDE indicates that she will need complete five college courses to fulfill the requirements to be certified as an EDUCATIONAL dental hygienist. Mrs. Hicks has requested approval for tuition reimbursement under the Penn State rate for graduate courses to complete these five courses. In return, she will commit to remain as the district's EDUCATIONAL hygienist for three years after the completion of the final course. If Mrs. Hicks leaves the district or fails to maintain satisfactory progress, full reimbursement for all courses will be required within 60 days.

This position is currently budgeted at \$125 / day for fifteen days per year.

It is my recommendation that the board approve this request and maintain the valuable services that Mrs. Hick's provides.

A. Grace Hicks, RDH, BSDH

OBJECTIVE

To obtain the position as the SWASD Dental Hygienist, utilizing my clinical and teaching experience, enthusiasm for oral health education, and passion for helping people to provide preventive services and meet the oral health needs of the students in the South Williamsport Area School District.

WORK EXPERIENCE

Adjunct Clinical Dental Hygiene Instructor Pennsylvania College of Technology	January 2106 – Present Williamsport, Pennsylvania
Part-time Dental Hygienist Dr. Jeffrey J. Raymond Jr., D.M.D.	November 2012 – Present Lock Haven, Pennsylvania
Temporary Dental Hygienist Several local dental offices	September 2010 – May 2016 Central Pennsylvania

EDUCATION

2012	<i>Pennsylvania College of Technology</i> œ Local Anesthesia Certification	Williamsport, Pennsylvania
2010-2011	<i>Pennsylvania College of Technology</i> œ Bachelor of Science in Dental Hygiene œ Health Policy and Administration Concentration œ Cum Laude œ GPA: 3.65	Williamsport, Pennsylvania
2007-2010	<i>Pennsylvania College of Technology</i> œ Associate of Applied Science in Dental Hygiene œ Dean's List with Honors	Williamsport, Pennsylvania

SCHOOL DENTAL HYGIENIST

The school dental hygienist is administratively responsible to the school superintendent or his/her delegated representative for the policy-making, problem solving and personnel procedures related to the school dental health program.

Periodic and special reports should be presented to the school superintendent, his/her delegated representative, the school dental consultant and the school board.

DEFINITION: An employee who implements comprehensive education and preventive dental health programs. These programs provide an educational experience that cultivates dental health habits and understanding, permitting students to function at their optimum level throughout life. The employee is under the general supervision of the school dental consultant and direct supervision of the Director of Pupil Services or Superintendent.

DUTIES AND RESPONSIBILITIES: Include but are not limited to:

1. Develops, initiates and coordinates the school's Dental Health Program.
2. Provides individual and classroom dental health instruction and demonstrations, and works with the school faculty to provide sequential instructional programs.
3. Provides nutritional counseling as it relates to dental and general health.
4. Performs dental screenings to identify dental health problems, to provide a dental education experience for students, and to evaluate the school dental program. Functions as a dental resource person for other school faculty and provides authentic dental health educational materials and visual aids.
5. Confers with parents and teachers regarding dental health problems of individual students.
6. Refers parents and children to sources of dental care and coordinates dental corrective programs. Maintains liaison between the school and community agencies which are related to the dental program.
7. Conducts preventive dental programs, e.g., plaque control, mass brush-ins, dietary fluoride, fluoride mouth rinse, self-application of topical fluorides, and dental sealants.
8. Provides dental prophylaxis and other oral hygiene measures, e.g., topical fluorides, where indicated.
9. Maintains comprehensive dental records for each student. Conducts in-service training programs for school faculty.
10. Evaluates and revises the goals and objectives of the Dental Health Program through utilization of dental surveys, etc.
11. Provides supervision of auxiliary dental personnel.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of the theory, principles, practices, current developments and techniques of dental hygiene and direct services.
2. Knowledge of the principles and practices of preventive dentistry.
3. Knowledge of the organization, administration, and operation of schools and school programs. Ability to communicate and work with school administrators, classroom teachers, students, parents, and community groups.
4. Ability to understand child development.
5. Ability to determine the socio-economic, ethnic and racial needs of the community.
6. Ability to use initiative and judgment in formulating plans, developing programs and applying them to appropriate areas.

MINIMUM EXPERIENCE AND TRAINING:

Experience and training gained through the completion of a dental hygiene program and a baccalaureate program in natural sciences, social sciences or education.

NECESSARY SPECIAL REQUIREMENT:

Possession of a license to practice as a dental hygienist as issued by the Pennsylvania State Dental Council and Examining Board and eligible for certification by the Pennsylvania Department of Education.

***South Williamsport Area School District
Dental Hygiene Service Program
2020-2021***

DENTAL HYGIENIE SERVICE PROGRAM

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SCHOOL DENTAL HYGIENIST MISSION STATEMENT

All children in the schools of Pennsylvania should have access to comprehensive, educational, preventive, and therapeutic dental health programs provided by a Certified School Dental Hygienist. Dental health is an important part of total body health. It is important that instruction in dental health as well as the provision of dental health services be an integral part of an overall health program. School settings provide the ideal location to reach all children and influence families from all socio-economic levels. The clinical and educational skills acquired by a Certified School Dental Hygienist make this professional the best-qualified person to implement a school dental program.

SCHOOL DENTAL HYGINIENIST OBJECTIVES, DUTIES, RESPONSIBILITIES

1. To develop, initiate, and coordinate the school's dental health program.
2. To provide individual and classroom dental health instruction and demonstrations.
3. To work with the school faculty to provide sequential instructional programs.
4. To provide nutritional counseling as it relates to dental and general health.
5. To perform dental evaluations which identify dental health problems, offer a dental educational experience for students, and provide data and statistics to evaluate the school dental program.
6. To provide a protocol for dental emergency care that can be followed by school health staff.
7. To assist in planning a healthful school environment, especially as it relates to dental health and district wellness policy.
8. To function as a dental resource:
 - School faculty: provide current dental health educational materials and visual aids.
 - Confer with parents/guardians regarding child's dental health outcomes and assist them with accessing care.
 - Assist with coordination of dental corrective programs.
9. To maintain liaison between the school and community partners and agencies.
10. To conduct preventive dental programs which *can* include plaque and bio-film control, brushing, flossing, nutrition, health effects of tobacco/vaping products, topical fluorides, dental sealants, and athletic mouth guard programs.
11. To maintain comprehensive dental records for each student.
12. To participate in professional development programs.
13. To evaluate and revise the goals and objectives of the dental health program through utilization of dental surveys and other tools.
14. To join with professional groups to promote legislation to the ideals of a comprehensive school dental health program.

SCHOOL DENTAL HYGIENIST GOALS

1. Identification of individual and group needs/problems.
2. Development of a comprehensive dental health program to meet needs and solve problems.
3. Assist and ensure that students and families locate and obtain dental treatment and continue with regular dental care.
4. Continuity of dental records.
5. Accessibility to dental health instruction of students.
6. Accessibility by the students to preventive and therapeutic dental health programs.
7. Coordination of home, school, and community dental health efforts.
8. Participation in or utilization of dental health programs and services by students.
9. Upon our recommendations, individuals in need of dental care seek corrective treatment.
10. Establishment of a plan to provide emergency dental care.
11. Establish procedures to evaluate the dental health program's strengths and weaknesses.
12. Maintenance of or improvement in oral health status.
13. Participation in professional development and continuing education.
14. Professional growth through membership in professional associations and participation in educational workshops.

STANDARDS OF SCHOOL DENTAL HYGIENE PRACTICE

1. Knowledge of the theory, principles, practices, current developments and techniques of dental hygiene and direct services.
2. Knowledge of the principles and practices of preventive dentistry.
3. Knowledge of the organization, administration, and operation of schools and school programs.
4. Ability to communicate and work with school administrators, classroom teachers, students, parents, and community groups.
5. Ability to understand child development.
6. Ability to determine the socioeconomic, ethnic, and racial needs of the community.
7. Ability to use initiative and judgment in formulating plans, developing programs, and applying them to appropriate areas.

DENTAL HYGIENE SERVICE PROGRAM

MISSION STATEMENT

ABSTRACT PROBLEM

Dental disease is one of the most prevalent health problems in the world. This includes both dental caries and periodontal disease. These diseases are universally found in all populations regardless of income or social strata. Both are affected by oral hygiene habits and nutrition. Dental disease remains the most chronic disease of childhood with children in the United States losing approximately 52 million hours of school each year. Seventeen percent of children age's two to four have already experienced tooth decay or caries. This phenomenon is called Early Childhood Caries (ECC). Caries is defined as an infectious disease with progressive destruction of tooth structure beginning on enamel or the outer surface of teeth.

In general terms, dental caries and periodontal disease are directly correlated with the level of oral hygiene. It is important that good oral hygiene habits should start early in a child's life. Many children do not receive the proper guidance and training in good oral hygiene habits in their home environment.

The consumption of cariogenic foods and beverages is very prevalent throughout our society. Sweets and processed foods are used as rewards, special treats, and fund-raising projects. These foods and beverages are also available in the school cafeteria and some classrooms throughout the school day.

Oral health is negatively affected by the use of tobacco, smokeless tobacco, and vaping products. Children and teens may be pressured by their peers to use these products. They may not realize how the use of tobacco and vaping products can harm their oral health and increase their risk for cancer and other life-threatening diseases.

OBJECTIVE

The objective of the Dental Hygiene Service Program is to address the problems listed above. Elements of the program include brushing and flossing skills, development of good and lasting oral hygiene habits, an understanding of proper nutritional habits that contribute to sound oral health, and an understanding of the harmful effects of tobacco and vaping products. The objective will be accomplished through rigorous educational programs which will include both classroom and individual instruction. Educational programs will include but are not limited to lessons provided by the Certified School Dental Hygienist and any adjunctive programs organized/scheduled by the Health Services Department that may be provided voluntarily by local community agencies and hospitals as available. In addition, designated grades will receive oral health screenings.

The program should be designed to give the best possible guidance and information to the students in an environment of cultural diversity.

METHODS OF IMPLEMENTATION

1. The dental hygiene service program will be coordinated by the school district's Certified School Dental Hygienist.
2. The Certified School Dental Hygienist will work under the supervision of the School Superintendent.
3. The Certified School Dental Hygienist will act as the dental expert and resource.
4. The Certified School Dental Hygienist will provide classroom dental/oral health and nutritional education for Kindergarten through Grade Eight.
5. The Certified School Dental Hygienist will instruct students on proper oral hygiene techniques.
6. The Certified School Dental Hygienist will educate students on the harmful effects of tobacco use and vaping.
7. Accurate and complete dental health records will be maintained for each student.
8. Oral health screenings will be completed for all students in First, Third, and Seventh Grades who do not receive routine dental care.
9. Following dental screenings, referrals will be recommended for those students who require dental treatment.
10. A comprehensive follow-up program will be maintained in all grades.
11. Certified School Dental Hygienists will communicate with parents to solve problems.
12. A sequential dental health classroom program will be provided for each grade level specified in the plan.
13. Adjunctive educational experiences will be scheduled with the coordination of the administrator in each building.

EVALUATION

1. Tooth-brushing and flossing techniques, as well as dietary habits will be monitored as able.
2. Knowledge will be demonstrated by students as shown through classroom discussions, activities, and pre/posttests or oral quizzes.
3. Ability will be demonstrated of proper/improved oral hygiene techniques for brushing and flossing using typodonts and models.
4. A uniform method of recording data on dental records will provide easily accessible information.
5. An increase/decrease of student referrals and the number of decayed, missing, and restored teeth in First, Third, and Seventh Grades will be identified by school dental records. The number of students receiving routine dental care will be identifiable.
6. Evaluation of student oral hygiene will provide evidence of the effectiveness of the program.
7. Follow-up procedures will show an increase in the number of students receiving dental treatment and a decrease in the number of students requiring dental treatment.

DENTAL HYGIENE SERVICE OUTLINE

CATEGORY I – Major Emphasis – Dental Health Education (Counted Hygiene Services for State Reimbursement).

CATEGORY II – Additional Emphasis – Dental Screenings.

GRADE	CATEGORY I	CATEGORY II
Kindergarten	Introduction to Dental Health, Safety, and Nutrition	N/A
FIRST	Tooth Brushing Instruction Introduction to Plaque and Caries	Dental Screenings
SECOND	Introduction to Dental Floss, Gingivitis, and Dental Anatomy	N/A
THIRD	The Caries Equation, Progress of Decay, and Nutrition for a Healthy Mouth	Dental Screenings
FOURTH	Flossing Instruction and Periodontal Disease	N/A
FIFTH	Introduction to the Food Guide Pyramid, Daily Food Diaries, Acid Production and Tooth Decay	N/A
SIXTH	Anatomy of the Oral Cavity, Dental Restorations, and Dental Trauma	N/A
SEVENTH	Caries Risk Assessment, Xerostomia, and Types of Oral Bacteria	Dental Screenings
EIGHTH	Effects and Risks of Using Tobacco, Vaping Products, and Marijuana	N/A
NINTH - TWELTH	Appropriate Review	N/A

It is understood that education is an on-going component of the Dental Hygiene Services Program. It may include but it is not limited to classroom/ mass media/ technology/ posters/ bulletin boards/ school messenger and other materials as deemed appropriate.

**UPMC SUSQUEHANNA
SPORTS MEDICINE CENTER**

ATHLETIC TRAINING SERVICES AGREEMENT

This Agreement is made by and between UPMC Susquehanna (hereinafter referred to as "UPMCS") and South Williamsport Area School District (hereinafter referred to as the "Purchaser")

WHEREAS, UPMCS is a private, non-profit corporation chartered under the laws of the Commonwealth of Pennsylvania with offices located at Suite 1-K, 1201 Grampian Blvd., Williamsport, PA 17701; and

WHEREAS, the Purchaser is organized under the laws of the Commonwealth of Pennsylvania with offices located at 700 Percy Street, South Williamsport, PA 17701; and

WHEREAS, UPMCS manages the Sports Medicine Center located at Divine Providence Campus, Health Service Bld. 1201 Grampian Blvd., Williamsport, PA 17701; and

WHEREAS, the Sports Medicine Center has submitted a proposal for renewing and continuing Athletic Training Services to Purchaser, and Purchaser has agreed to purchase Athletic Training Services from UPMCS in accordance with the provisions contained herein.

NOW, THEREFORE, intending to be legally bound by the mutual covenants and conditions contained herein, UPMCS and the Purchaser, agree as follows:

1. **TERM OF AGREEMENT**

The term of this Agreement shall become effective August 1, 2020 and shall continue in effect and in force until June 30, 2023.

2. **SERVICES AND EQUIPMENT TO BE PROVIDED**

UPMCS shall provide to Purchaser with the services of a full time Licensed Athletic Trainer ("Trainer") to provide the services, and staff the athletic programs of Purchaser as further described on Attachment "1(1)" and "1(2)" of this Agreement. The Trainer shall work a schedule determined collaboratively by the designated representatives of UPMCS and Purchaser. UPMCS also agrees to provide certain equipment to be utilized by the Trainer in conjunction with services provided under this Agreement. All such equipment shall be and remains the sole property of UPMCS and may be removed by UPMCS at any time during the term of this Agreement, or upon its termination. UPMCS requires the Purchaser to provide reasonable operating space for the licensed athletic trainers and

his/her equipment. This space will be the athletic training room and will be agreeable to both designated contact personnel (point 5.).

3. **FEES FOR SERVICES**

The fees charged by UPMCS for services provided to Purchaser under this Agreement shall be as shown on Attachment "2" hereto. All such fees shall be billed to Purchaser on a monthly basis, and shall be due and payable within thirty (30) days of receipt.

Unless otherwise stated on Attachment "2" of this Agreement, the fees charged by UPMCS for services provided under this Agreement are subject to change upon thirty (30) days advance written notice provided to Purchaser.

4. **EMPLOYMENT STATUS**

At all times, and for all purposes under this Agreement, Trainers providing services to Purchaser shall be considered by the parties to be an employee of UPMCS and shall be subject to all relevant UPMCS policies and procedures. UPMCS shall be responsible, through its designated contact person, for supervision and the evaluation of the performance of the Trainer. Any comments, concerns and/or criticism of services provided by the Trainer shall be directed by Purchaser to the UPMCS designated contact person.

5. **DESIGNATED CONTACT PERSONS**

UPMCS herewith designates the following as its contact person:

Michael Ludwikowski, AT, LAT
Suite 1-K
1201 Grampian Blvd.
Williamsport, PA 17701
570-320-7451

Purchaser herewith designates the following as its contact person:

Either party may change its designated contact person at its sole discretion by notifying the other party in writing of such designation.

6. **CERTIFICATE OF INSURANCE**

UPMCS agrees to supply the Purchaser with appropriate certification of liability insurance and workers' compensation coverage for Trainer(s) providing services under this Agreement upon request of Purchaser.

7. **NON-DISCRIMINATION**

UPMCS and the Purchaser agree that all services to be provided under this Agreement shall be provided without regard to race, creed, sex, disability or national origin.

8. **INDEPENDENT CONTRACTORS**

The parties to this Agreement are independent contractors. Neither party is an employee, joint venture, agent or partner of the other. Nothing contained herein shall be deemed or construed to create any relationship other than that of independent contractors contracting for the purpose of providing the services described in this Agreement.

9. **TERMINATION**

This Agreement may be terminated without cause by either party upon service of written notification of intent to terminate not fewer than thirty (30) days prior to the effective date of termination.

10. **INDEMNITY**

Neither party, nor any of their directors, officers, agents, employees, affiliates or subsidiaries, or their respective directors, officers, agents or employees shall be responsible to the other party, or to any third party for any act or omission of the other party, or any director, officer, agent, employee, affiliate or subsidiary of the other party.

11. **HEADINGS**

The headings used in this Agreement are used for convenience only, and shall not affect the construction or interpretation of this Agreement.

12. **AMENDMENT, MODIFICATION OR REVISION**

This Agreement shall be amended, modified or revised only upon written agreement of the parties hereto.

13. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties and supersedes all prior written or verbal understandings.

14. **MARKETING AND BRANDING ASSETS.**

UPMCS will provide certain marketing and branding assets to the Purchaser as set forth below. The value of the marketing and branding assets will be reasonably equivalent to the difference between the reimbursements to UPMCS provided in Attachment 2 and the arms-length value of athletic training services to be furnished hereunder. UPMCS will provide the marketing assets to the Purchaser for three (3) years beginning with the 2020 fall sports season and ending June 30, 2023.

- a. UPMCS Banners/signage will be featured at the event fields and in the Purchaser's gymnasiums during scrimmages and games/contest;
- b. UPMC Susquehanna logo will be featured on the message board of the scoreboard at the Purchaser's Gymnasiums and outdoor venues during scrimmages and games if applicable;
- c. UPMC Susquehanna will provide 30 second reads for the Purchaser's appointed announcer to read at least twice during a game/contest of each home game during the term of the agreement;
- d. UPMC Susquehanna logo will be featured on the "Athletes page" of each of the Purchaser's athletic websites.

AND NOW, intending to be legally bound, the authorized representatives of the parties set their hand and seal as follows:

PURCHASER

UPMC SUSQUEHANNA

Authorized Representative

President

Witness

Witness

Date

Date

(Athletic Training.doc)

ATTACHMENT "1(1)"

FULL TIME ATHLETIC TRAINER

The following programs and services will be provided by a UPMCS Trainer according to a work schedule deemed mutually acceptable to the designated representatives of both parties:

- A. Coverage for scheduled home and away varsity football games and scheduled home varsity and junior varsity PIAA interscholastic events. Extend "as needed" availability for on campus junior high events when the trainer is covering scheduled varsity and junior varsity interscholastic practices/events.
- B. Reinforce the required education for high school coaches regarding their role of assisting the Athletic Trainer in sports first aid and injury recognition.
- C. Ordering and Inventory of athletic training supplies.
- D. Maintenance of records of athletic injuries and treatment.
- E. Assisting Purchaser personnel in the completion and processing of athletic insurance forms.
- F. Making recommendations for the care, treatment and medical referral of injured athletes.
- G. Designing off season weight training and cardiovascular conditioning programs for high school athletic teams.
- H. Preparation and maintenance of all athletic training kits.
- I. Communication with coaches regarding player availability for practice and/or competition.
- J. Assisting the coaching staff and athletes in the proper fitting of athletic equipment.
- K. Advising student athletes regarding appropriate training and conditioning techniques.
- L. Assisting in the preparation of athletes for practice and games.
Provide consultation to Purchaser personnel in nutrition, exercise, injury prevention, etc.
- M. Available to evaluate, refer and when time permits, treat in-season junior high interscholastic student athletes within the time restraints of the athletic trainer's regularly scheduled work day.

ATTACHMENT "1(2)"

PER DIEM ATHLETIC TRAINER SERVICES

1. Purchaser will submit a schedule of requested Trainer coverage to UPMCS, through its designated representative, not fewer than three (3) weeks prior to the date of the first scheduled athletic event.
2. UPMCS will review the request and provide Purchaser, on a timely basis, with a list detailing the athletic events for which UPMCS will be able to supply Trainer coverage, and the events which UPMCS will not be able to supply Trainer coverage.
3. In accordance with Section 2 of the Agreement, the scheduling of Trainer coverage, supplies (if any are to be supplied by UPMCS at the expense of Purchaser) needed, emergency communication procedures, and injury triage protocols shall be agreed upon by the designees of UPMCS and Purchaser.

ATTACHMENT "2"

FEE FOR SERVICES

In accordance with section 3 of the Agreement, the following fees will be charged for services under this Agreement:

Attachment "1(1)": \$31,212.00 for the 2020-21 scholastic year
\$31,836.00 for the 2021-22 scholastic year
\$31,836.00 for the 2022-23 scholastic year

Attachment "1(2)": \$40.00 per hour of service

*This Attachment will be prepared specific to each Agreement,
depending on the type o licensed athletic trainer services to be provided.*

Signature of Purchaser indicates acceptance of aforementioned Fees for Services:

Authorized Representative

Date

**AFFILIATION AGREEMENT
BETWEEN LOCK HAVEN UNIVERSITY
AND
SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT**

THIS AGREEMENT, is made this day of , 2020 by and between LOCK HAVEN UNIVERSITY OF PENNSYLVANIA, 401 North Fairview Street, Lock Haven, PA 17745 (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and South Williamsport Area School District, 515 West Central Avenue, South Williamsport, PA 17702 (hereinafter "School"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School or a designated representative at least 8 weeks prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment.

The School understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the

Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

- f. *Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School.

II. DUTIES AND RESPONSIBILITIES OF SCHOOL

- a. *Establishment of Practicum or Student Teaching.* The School authorizes the use of its facilities as may be agreed upon by the School and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's Teacher Education Programs. This practicum/student teaching is required and authorized by law.
- b. *Policies of School.* The University will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. The School will provide the University all the applicable information at least 8 weeks in advance of the Student's participation.
- c. *Administration.* The School will have sole authority and control over all aspects of student services. The School will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The School shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).
- f. *Supervision of Students.* The School shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School.

- h. *Student Records.* The School shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- i. *Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and have been in his/her current assignment in a School for a minimum of one (1) year.
- j. *Substitute Teaching.* The School shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School for this practicum or student teaching experience.
- b. *Term of Agreement.* This Agreement shall be effective upon execution of all parties, including form and legality review and shall expire May 31, 2025.
- c. *Termination of Agreement.* The University or the School may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. School agrees to cooperate with University in its investigation of claims of discrimination or harassment.
- e. *Reporting of Sexual Violence and Sexual Harassment.* School shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator , Ms.

Deana Hill, Associate Vice President of Human Resources, dhill@lhup.edu; 570-484-2014.

- f. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- j. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Lock Haven University of Pennsylvania

South Williamsport Area School District

Dr. Robert M. Pignatello, President

Authorized Signature

University Legal Counsel
(Approved for Form & Legality)

Print Name/Title

6/1/20

Dear Bill,

I, Morgan Bauder, am giving you my two week notice for I am no longer seeking employment in the 2020-2021 school year here at South Williamsport Area School District. I would be willing to be put on the sub list and would like to work whenever I would happen to be needed. I will miss all of my fellow coworkers and have learned so much from them. I hope to see you all again.

Sincerely,

Morgan Bauder