EXECUTIVE SESSION

There will be an Executive Session of the School Board at 6:00 p.m. prior to the regular board meeting on Monday, July 27, 2020



July 27, 2020

7:00 P.M. High School

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 \$2,258,682.80
- Food Service \$33,326.85

Approval of Minutes

Superintendent's Report & Recommendations

- 1. Board Resolution for Section 520.1
- 2. Resignation
- 3. Employment
- 4. Substitutes
- 5. Child-Bearing/Child-Rearing Leave Requests
- 6. 2020-2021 School Calendar Edit
- 7. Justice Works YouthCare Act 48 Program Placement Agreement
- 8. MOU BlaST IU 17 eQUIP Online Learning Services
- 9. MOU Williamsport Area School District
- 10. Bayada Contracts
- 11. Health & Safety Plan for Returning to School
- 12. Flexible Instructional Days

General Information

Principals Spotlight

Old Business New Business Courtesy to the Floor Final Remarks by Board Members Adjournment

SUPERINTENDENT'S REPORT AND RECOMMENDATIONS July 27, 2020

1. **Board Resolution for Section 520.1** – Attachment #1

The Pennsylvania Department of Education is recommending that school boards approve resolution to enact Section 520.1 of the Public School Code of 1949: Temporary Emergency Provisions. By enacting this provision of the school code through the RESOLUTION (Attachment 1) and Emergency Instructional Time (Attachment 2) the board is authorizing instructional time provided in-school and remotely to satisfy the 180 days and 900/990 hours requirement. These resolutions only pertain to changes in the school day resulting from the global pandemic. Upon approval of the board, the Superintendent will submit these resolutions to the Secretary of Education for approval.

2. Resignation

It is recommended the school board accept the letter of resignation from Jessalee Kline as an Instructional Para-Professional for Supplemental Learning Support Program (Grades 9-12) at the High School effective July 12, 2020.

It is recommended the school board accept the letter of resignation from Jacquelyn Shifflet as a Cafeteria Worker at the High School effective July 21, 2020.

3. Employment

Rob Houseknecht, Athletic Director is recommending school board approval of the following coaches and their stipends/rate of pay for the 2020 season:

Boys' Soccer – Griffin Molino – Assistant Coach - \$2,674

Football – Scott White – JH Assistant Coach - \$2,674

Cheerleading - Monica Boone - JH Volunteer; Aubrey Quimby - JH Volunteer

Fall Game Workers

Rob Houseknecht, Athletic Director, is recommending school board approval of the employment of the following game workers for the 2020 fall season:

Game Workers	
Ron Hine	Craig Kropp
Scott Lowery	Eric Ranck
Dwight Woodley	Ned Shaw
Doug Betz	Robert Shaw

Chains, Statisticians, Scorebook, and Scoreboard are paid \$25 per game.

9. Memorandum of Understanding – Williamsport Area School District – Attachment #6

It is recommended the school board approve the Memorandum of Understanding between Williamsport Area School District and South Williamsport Area School District to provide career and technical programming to our senior high school students. The agreement shall be in effect for a five-year period beginning with the 2020-2021 school year through the 2024-2025 school year.

10. Bayada Contracts – Attachment #7

It is recommended that the board approve the contracts for "In-School" Nursing Services and "Transport" Nursing Services with Bayada Home Health Care, Inc., for the 2020-2021 school year. The contract will provide an option for an LPN/RN to support the medical needs of students in school when a regular school nurse or a board approved substitute nurse is not available for fieldtrips or other school related activities, which occur off school property.

11. Health & Safety Plan for Returning to School - Attachment #8

It is recommended that the board approve the health and safety plan for returning to school. This plan was developed in consultation with a team of parents, students, staff, employee association representatives, and administrators in July. Preliminary surveys from parents, students, and staff, collected in late June, were also utilized as part of the plan development. As we have seen, the challenges of responding to the pandemic change regularly. The plan is intended to contain enough flexibility to respond to the ongoing changes as they occur. The Superintendent will discuss the plan, and current changes that need addressed, at the pleasure of the board.

12. Flexible Instructional Days

It is recommended that the board approve the district's application to use Flexible Instructional Days for the 2020-21, 2021-22, and 2022-23 school years. This will allow the district to provide daily instruction while school is closed to meet the minimum 180 day requirement. Once approved by PDE, the district will be eligible to use up to 5 days per school term as FID days for unexpected school closures due to mechanical issues, weather issues, epidemics, or other unanticipated school disruptions. Closings related to COVID-19 are not part of the FID program.

Event Security Staff

It is recommended the school board approve the following individuals as South Williamsport School District Event Security Staff during the 2020-2021 school year:

Greg Forsburg	Katie Klingborg
Dick Knecht	Teri Knecht
Ed March	Danny Reaser
Robert Perry	Brenton Pfleegor
Scott Shaffer	

4. Substitutes 2020-2021 – Attachment #2

It is recommended the school board approve the individuals listed on the 2020-2021 substitute roster as submitted.

5. Child-Bearing/Child-Rearing Leave Requests

It is recommended the school board approve EE #489 child-bearing/child-rearing leave request. Employee is requesting leave from the beginning of the school year, 2020, through September 25, 2020.

It is recommended the school board approve EE #1005 child-bearing/child-rearing leave request. Employee is requesting leave from the beginning of the school year through October 23, 2020.

6. 2020-2021 School Calendar Edit – Attachment #3

To support the transition to one-to-one and additional challenges with returning to school, it is recommended that the school board modify the approved 2020-2021 school calendar by moving the Act 80 full day from January 15, 2021 to September 8, 2020. This does not change the first or last day of school for students or staff.

7. Justice Works YouthCare Act 48 Program Placement Agreement - Attachment #4

It is recommended the school board approve the agreement with JusticeWorks YouthCare for the use of Alternative Education for Disruptive Youth for the 2020-2021 school year at a cost of \$78 per seat per school day for regular education and \$86 per seat per school day for special education.

8. Memorandum of Understanding – BlaST IU 17 eQUIP Online Learning Services – Attachment #5

It is recommended that the school board adopt the Memorandum of Understanding between the South Williamsport Area School District and BLaST Intermediate Unit 17 which outlines the services to be provided and the responsibilities of each party related to the eQUIP Online Services for the 2020-2021 school year.

BOARD INFORMATION July 27, 2020

BOARD MEETING DATES

July 27 – School Board Meeting – 7:00 p.m.

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

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

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

November 02 – School Board Meeting – 7:00 p.m.

December 07 – Reorganization Meeting – 7:00 p.m.

BOARD COMMITTEE DATES

July 27 – Operations Committee Meeting – 6:00 p.m. - CANCELLED August 03 – Operations Committee Meeting – 6:00 p.m. - CANCELLED September 14 – Vision and Leadership Committee Meeting – 6:00 p.m. October 05 – Operations Committee Meeting – 6:00 p.m. November 02 – Vision and Leadership Committee Meeting – 6:00 p.m. December 07 – Operations Committee Meeting – 6:00 p.m.

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT TREASURER'S REPORT AS OF JUNE 30, 2020

GENERAL FUND - Checking Account		•	
Book Balance May 31, 2020			830,949.89
Receipts			
Earned Income Tax, less Commission	6151	188,513.58	
Delinquent Tax Collection, less Commission	6411	41,874.11	
Interest Income	6510	774.18	
Facility Rental	6910	459.00	
Attendance Fine	6990	169.07	
Basic Education Subsidy	7111	1,529,722.96	
Section 1305 & 1306	7160	11,919.95	
Special Education Subsidy	7270	214,202.50	
Transportation Subsidy	7310	52,582.15	
School Health Subsidy	7330	23,454.56	
Retirement Subsidy	7820	472,430.83	
Title I	8514	21,586.52	
Title IV	8517	1,771.33	
CARES-ESSER	8741	28,509.68	
Fair Share of Special Education Classrooms	Offset Expenses	10,902.78	
Records Request	Offset Expenses	29.72	
Quarterly HI Premium Share	Offset Expenses	9,733.38	
HI COBRA Payment	Offset Expenses	749.72	
Dental COBRA Payment	Offset Expenses	676.59	
Mountie Academy Payment	Offset Expenses	575.00	
Payment from Café Fund for Payroll/Fringes	Offset Expenses	33,326.85	
Refund Due to Cancellations	Offset Expenses	3,882.17	2,647,846.63
Payments			
Payments Issued in June 2020			(1,464,825.40)
Book Balance June 30, 2020			2,013,971.12
GENERAL FUND - PLGIT Investment Account			
Book Balance May 31, 2020			63,280.45
Interest Income			79.16
Book Balance June 30, 2020			63,359.61

CAFETERIA FUND		
Book Balance May 31, 2020		99,670.54
Receipts Cafeteria Deposits National Lunch & Breakfast Program Interest Income	- 32.79	32.79
Payments Checks Issued in June 2020	_	(44,992.53)
Book Balance June 30, 2020	=	54,710.80
CAPITAL RESERVE FUND		202 654 27
Book Balance May 31, 2020 Receipts		392,654.27 -
Interest Income		139.47
Checks Issued in June 2020	-	
Book Balance June 30, 2020	=	392,793.74
STUDENT ACTIVITIES - CLUBS		
Book Balance May 31, 2020		94,996.04
Receipts		5,146.66
Interest Income		31.92
Checks Issued in June 2020		(16,865.73) 83,308.89
Book Balance June 30, 2020		63,308.83
STUDENT ACTIVITIES - ATHLETIC BOOSTERS		
Book Balance May 31, 2020		74,669.36
Receipts		2,103.32
Interest Income		28.11

Checks Issued in June 2020

Book Balance June 30, 2020

(4,998.74)

71,802.05

As of 06/30/2020

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Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
1100 REGULAR PROGRAMS					
100 SALARIES	4,559,563.00	00.00	4,478,464.90	81,098.10	98.22
200 EMPLOYEE BENEFITS	3,137,881.00	00.00	2,960,048.15	177,832.85	94.33
300 PURCH PROF & TECH SVCS	16,032.00	00.00	12,672.95	3,359.05	79.04
400 PURCHASED PROPERTY SVCS	43,324.00	00.00	39,208.64	4,115.36	90.50
500 OTHER PURCHASED SVCS	552,845.00	00.00	482,241.61	70,603.39	87.22
600 SUPPLIES	179,864.00	00.00	145,800.69	34,063.31	81.06
700 PROPERTY	5,836.00	0.00	5,867.36	-31.36	100.53
800 OTHER OBJECTS	21,333.00	00.00	7,545.94	13,787.06	35.37
Totals for - 1100's	8,516,678.00	00.00	8,131,850.24	384,827.76	95.48
1200 SPECIAL PROGRAMS					
100 SALARIES	1,101,465.00	00.00	1,094,575.82	6,889.18	99.37
200 EMPLOYEE BENEFITS	720,053.00	00.00	719,250.55	802.45	88.66
300 PURCH PROF & TECH SVCS	444,266.00	00.00	240,085.95	204,180.05	54.04
400 PURCHASED PROPERTY SVCS	270.00	00.00	00.00	270.00	00.00
500 OTHER PURCHASED SVCS	12,004.00	00.00	9,066.73	2,937.27	75.53
600 SUPPLIES	19,537.00	00.00	16,444.35	3,092.65	84.17
700 PROPERTY	5,000.00	00.00	1,174.32	3,825.68	23.48
Totals for - 1200's	2,302,595.00	00.00	2,080,597.72	221,997.28	90.35
1300 VOCATIONAL EDUCATION	NO				
100 SALARIES	270,536.00	00.00	272,555.34	-2,019.34	100.74
200 EMPLOYEE BENEFITS	175,667.00	0.00	174,155.33	1,511.67	99.13
400 PURCHASED PROPERTY SVCS	1,800.00	00.00	00.00	1,800.00	0.00
500 OTHER PURCHASED SVCS	257,520.00	00.00	1,907.48	255,612.52	0.74
600 SUPPLIES	16,389.00	00.00	6,901.78	9,487.22	42.11
Totals for - 1300's	721,912.00	00.0	455,519.93	266,392.07	63.09

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As of 06/30/2020

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Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used
100 SALARIES	205,426.00	00.00	199,631.48	5,794.52	97.17
200 EMPLOYEE BENEFITS	132,974.00	00.00	120,943.12	12,030.88	90.95
300 PURCH PROF & TECH SVCS	28,013.00	0.00	28,005.80	7.20	76.99
500 OTHER PURCHASED SVCS	126,000.00	00.00	88,130.15	37,869.85	69.94
600 SUPPLIES	3,978.00	00.00	4,152.67	-174.67	104.39
800 OTHER OBJECTS	1,200.00	00.00	175.14	1,024.86	14.59
Totals for - 1400's	497,591.00	00.00	441,038.36	56,552.64	88.63
2100 SUPPORT FOR STUDENTS	SIN				
100 SALARIES	235,104.00	00.00	220,462.07	14,641.93	93.77
200 EMPLOYEE BENEFITS	143,797.00	0.00	132,660.42	11,136.58	92.25
500 OTHER PURCHASED SVCS	1,600.00	0.00	647.40	952.60	40.46
600 SUPPLIES	7,764.00	00.00	3,294.20	4,469.80	42.42
800 OTHER OBJECTS	325.00	00.00	210.00	115.00	64.61
Totals for - 2100's	388,590.00	00.00	357,274.09	31,315.91	91.94
2200 SUPPORT FOR INSTRUCTION	JCTION				
100 SALARIES	224,248.00	00.00	202,255.02	21,992.98	90.19
200 EMPLOYEE BENEFITS	243,731.00	00.00	220,461.12	23,269.88	90.45
300 PURCH PROF & TECH SVCS	163,758.00	0.00	162,888.20	869.80	99.46
400 PURCHASED PROPERTY SVCS	6,000.00	0.00	941.84	5,058.16	15.69
500 OTHER PURCHASED SVCS	16,879.00	00.00	9,931.84	6,947.16	58.84
600 SUPPLIES	42,761.00	00.00	41,562.24	1,198.76	97.19
700 PROPERTY	86,059.00	00.00	80,612.83	5,446.17	93.67
Totals for - 2200's	783,436.00	00.0	718,653.09	64,782.91	91.73
2300 ADMINISTRATION					
100 SALARIES	622,750.00	00.00	606,866.76	15,883.24	97.44
200 EMPLOYEE BENEFITS	623,359.00	00.00	593,674.85	29,684.15	95.23
300 PURCH PROF & TECH SVCS	84,000.00	00.00	78,394.63	5,605.37	93.32

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As of 06/30/2020

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Current Budget 0.00 18,625.00 17,559.00
1,379,043.00
5,100.00
303.00 275.00
9,639.00 182,317.00
155,000.00
129,028.00
15,200.00 2,482.00
14,500.00 3,266.00
319,476.00
611,111.00
555,783.00
60,000.00
226,266.00
91,065.00

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Fund: 10 GENERAL FU As of 06/30/2020

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93.25

1,331,454.26

18,412,508.74

0.00

19,743,963.00

SOUTH WILLIAMSPORT SCHOOL DIST

Board Summary Report Fund: 10 GENERAL FUND

As of 06/30/2020

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		•				65
Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used	
200 EMPLOYEE BENEFITS	420.00	00.0	00.00	420.00	00.00	
500 OTHER PURCHASED SVCS	13,500.00	00.00	11,931.29	1,568.71	88.37	
Totals for - 3300's	14,920.00	00.00	11,931.29	2,988.71	79.96	
5100 DEBT SERVICE						
800 OTHER OBJECTS	2,000.00	00.00	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	00.00	1,718,662.18	1,013.82	99.94	
5200 FUND TRANSFERS						
900 OTHER USES OF FUNDS	00.00	00.00	79,616.35	-79,616.35	00.00	
Totals for - 5200's	00.00	00.00	79,616.35	-79,616.35	00.0	
5900 BUDGETARY RESERVE	[r]					
800 OTHER OBJECTS	64,799.00	00.00	00.00	64,799.00	00.00	
Totals for - 5900's	64,799.00	00.00	00.0	64,799.00	0.00	
EXPENDITURE Totals	19,743,963.00	00.00	18,412,508.74	1,331,454.26	93.25	
FUND 10 - TOTALS:				,		
	Current Budget	Encumbered	Expended/Rec	Balance	* Used	
Total Expenditure	17,959,488.00	0.00	16,614,230.21	1,345,257.79	92.50	
Total Other Expenditure	1,/84,4/5.00	0.0	L, 198, 218.33	55.500,51-	77.00	
Torat vevenue	0.0	00.0	00.0			
Total Other Revenue	00.00	0.00	00.00	00.0	0.00	

As of 07/22/2020

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Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used	
1100 REGULAR PROGRAMS						
100 SALARIES	4,547,101.00	00.00	1,350.00	4,545,751.00	0.02	
200 EMPLOYEE BENEFITS	3,019,974.00	00.00	98,519.86	2,921,454.14	3.26	
300 PURCH PROF & TECH SVCS	15,450.00	0.00	4,663.68	10,786.32	30.18	
400 PURCHASED PROPERTY SVCS	36,770.00	00.00	1,056.96	35,713.04	2.87	
500 OTHER PURCHASED SVCS	602,205.00	10,400.00	00.00	591,805.00	1.72	
600 SUPPLIES	177,480.00	69,038.41	00.00	108,441.59	38.89	
700 PROPERTY	3,840.00	2,628.90	00.00	1,211.10	68.46	
800 OTHER OBJECTS	21,355.00	00.00	162.00	21,193.00	0.75	
Totals for - 1100's	8,424,175.00	82,067.31	105,752.50	8,236,355.19	2.22	
1200 SPECIAL PROGRAMS						
100 SALARIES	1,165,237.00	00.00	1,683.71	1,163,553.29	0.14	
200 EMPLOYEE BENEFITS	821,085.00	00.00	24,174.52	796,910.48	2.94	
300 PURCH PROF & TECH SVCS	395,500.00	00.00	00.00	395,500.00	00.00	
400 PURCHASED PROPERTY SVCS	270.00	00.00	00.00	270.00	00.0	
500 OTHER PURCHASED SVCS	10,292.00	00.00	00.00	10,292.00	0.00	
600 SUPPLIES	18,863.00	1,760.66	00.00	17,102.34	9.33	
700 PROPERTY	5,000.00	00.00	00.00	5,000.00	00.00	
Totals for - 1200's	2,416,247.00	1,760.66	25,858.23	2,388,628.11	1.14	
1300 VOCATIONAL EDUCATION	NO.					
100 SALARIES	277,941.00	00.00	00.00	277,941.00	00.00	
200 EMPLOYEE BENEFITS	179,431.00	00.00	5,464.11	173,966.89	3.04	
400 PURCHASED PROPERTY SVCS	00.00	00.00	00.00	00.00	00.00	
500 OTHER PURCHASED SVCS	258,040.00	00.00	00.00	258,040.00	00.00	
600 SUPPLIES	8,982.00	953.25	00.00	8,028.75	10.61	
Totals for - 1300's	724,394.00	953.25	5,464.11	717,976.64	0.88	

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OTHER INSTRUCTION

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SOUTH WILLIAMSPORT SCHOOL DIST

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% Used	00.00	1.92	00.0	0.03	6.04	00.00	0.52		0.70	3.18	00.00	9.41	69. 29	1.92		2.50	7.00	22.50	00.00	00.00	21.67	96.61	41.87		3.32	8.28	1.65
Balance	209,712.00	114,900.31	30,736.00	125,950.00	3,737.71	1,200.00	486,236.02		236,825.28	157,627.05	1,000.00	8,144.25	105.00	403,701.58		225,281.53	229,831.23	142,634.88	5,000.00	25,479.00	42,410.04	14,618.58	685,255.26		600,930.24	544,120.41	77,075.00
Expend/Received	00.0	2,255.69	00.00	50.00	00.00	00.00	2,305.69		1,683.72	5,189.95	00.00	00.00	220.00	7,093.67		5,795.47	17,316.77	26,290.07	00.00	00.00	11,564.52	332,615.84	393,582.67		20,661.76	49,122.59	1,300.00
Unliquidated Encumbrances	00.00	00.00	00.00	00.00	240.29	00.00	240.29		00.00	00.00	00.00	846.75	00.00	846.75		00.00	00.00	15,134.05	00.00	00.00	173.44	84,754.58	100,062.07		00.00	00.00	00.00
Current Budget	209,712.00	117,156.00	30,736.00	126,000.00	3,978.00	1,200.00	488,782.00	SIL	238,509.00	162,817.00	1,000.00	8,991.00	325.00	411,642.00	JCTION	231,077.00	247,148.00	184,059.00	5,000.00	25,479.00	54,148.00	431,989.00	1,178,900.00		621,592.00	593,243.00	78,375.00
Account Description	100 SALARIES	200 EMPLOYEE BENEFITS	300 PURCH PROF & TECH SVCS	500 OTHER PURCHASED SVCS	600 SUPPLIES	800 OTHER OBJECTS	Totals for - 1400's	2100 SUPPORT FOR STUDENTS	100 SALARIES	200 EMPLOYEE BENEFITS	500 OTHER PURCHASED SVCS	600 SUPPLIES	800 OTHER OBJECTS	Totals for - 2100's	2200 SUPPORT FOR INSTRUCTION	100 SALARIES	200 EMPLOYEE BENEFITS	300 PURCH PROF & TECH SVCS	400 PURCHASED PROPERTY SVCS	500 OTHER PURCHASED SVCS	600 SUPPLIES	700 PROPERTY	Totals for - 2200's	2300 ADMINISTRATION	100 SALARIES	200 EMPLOYEE BENEFITS	300 PURCH PROF & TECH SVCS

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SOUTH WILLIAMSPORT SCHOOL DIST

Fund: 10 GENERAL 1 As of 07/22/2020

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Used	0.00	7.70	8.55	00.00	45.71	6.05		0.00	0.42	0.00	0.00	0.00	48.68	1.72		3.73	9.50	0.00	16.23	2.43	0.00	5.69		3.31	6.65	0.00	13.43
Balance % Us	0.00	17,960.00 7.	19,628.79 8.	1,100.00 0.	8,848.92 45.	1,269,663.36 6.		115,785.00 0.	53,356.81 0.	5,100.00 0.	303.00 0.	275.00 0.	3,058.75 48.	177,878.56		153,838.45	112,785.42	20,444.00 0.	2,116.66 16.	15,122.52 2.	3,266.00 0.	307,573.05 5.		604,458.26 3.	524,290.00 6.	0,000,00	
Expend/Received	00.00	00.00	00.00	00.00	7,451.08	78,535.43		00.00	227.19	00.00	00.00	00.00	00.00	227.19		5,961.55	11,839.58	00.00	410.34	377.48	00.00	18,588.95		20,706.74	37,381.00	00.00	27,551,09
Unliquidated Encumbrances	00.00	1,500.00	1,836.21	00.00	00.00	3,336.21		00.00	00.00	00.00	00.00	00.00	2,902.25	2,902.25		00.00	00.00	00.00	00.00	00.00	00.00	00.00		00.00	00.00	00.00	2.227.43
Current Budget	00.00	19,460.00	21,465.00	1,100.00	16,300.00	1,351,535.00		115,785.00	53,584.00	5,100.00	303.00	275.00	5,961.00	181,008.00		159,800.00	124,625.00	20,444.00	2,527.00	15,500.00	3,266.00	326,162.00		625,165.00	561,671.00	60,000.00	221 671 00
Account Description	400 PURCHASED PROPERTY SVCS	500 OTHER PURCHASED SVCS	600 SUPPLIES	700 PROPERTY	800 OTHER OBJECTS	Totals for - 2300's	2400 PUPIL HEALTH	100 SALARIES	200 EMPLOYEE BENEFITS	300 PURCH PROF & TECH SVCS	400 PURCHASED PROPERTY SVCS	500 OTHER PURCHASED SVCS	600 SUPPLIES	Totals for - 2400's	2500 BUSINESS OFFICE	100 SALARIES	200 EMPLOYEE BENEFITS	300 PURCH PROF & TECH SVCS	400 PURCHASED PROPERTY SVCS	500 OTHER PURCHASED SVCS	SEITAGNS 009	Totals for - 2500's	2600 PLANT SERVICES	100 SALARIES	200 EMPLOYEE BENEFITS	300 PURCH PROF & TECH SVCS	400 PURCHASED PROPERTY SVCS

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As of 07/22/2020

fabrdreg

32.97 0.00 0.00 1.59 0.00 0.00 00.0 0.10 0.00 00.0 0.17 0.17 0.00 0.00 25.87 0.08 11.95% Used 00.0 1,500.00 200.00 1,776,722.45 7,576.32 3,250.00 324,361.00 50,000.00 -6,675.44 223,057.38 94,043.84 69,391.00 4,500.00 32,668.00 53,565.36 83,176.00 311,205.71 17,968.50 403,155.82 -6,675.44 00.0 0.00 0.00 0.00 00.0 0.00 0.00 0.00 0.00 122.68 415.18 162.16 11,405.00 Expend/Received 292.50 6,675.44 384.62 174.00 22,892.21 108,705.04 6,675.44 0.00 00.0 00.0 0.00 0.00 00.0 00.0 00.0 0.00 0.00 00.0 0.00 00.0 00.0 0.00 0.00 47.64 Encumbrances Unliquidated 130,245.08 00.0 132,472.51 00.0 0.00 Current Budget 464,343.00 1,500.00 200.00 18,261.00 7,699.00 3,250.00 324,361.00 50,000.00 223,442.00 94,206.00 69,391.00 4,500.00 44,073.00 53,613.00 83,350.00 00.0 2,017,900.00 403,571.00 STUDENT TRANSPORTATION STUDENT ACTIVITIES PURCHASED PROPERTY SVCS PURCH PROF & TECH SVCS PURCH PROF & TECH SVCS OTHER PURCHASED SVCS OTHER PURCHASED SVCS 500 OTHER PURCHASED SVCS FOOD SERVICE EMPLOYEE BENEFITS EMPLOYEE BENEFITS 200 EMPLOYEE BENEFITS Totals for - 2700's 800 OTHER OBJECTS Account Description Totals for - 2600's Totals for - 3100's 700 PROPERTY 100 SALARIES SEITAGES 009 100 SALARIES 600 SUPPLIES SALARIES SUPPLIES 500 300 500 100 200 300 400 009 3100 3200

COMMUNITY SERVICES

3300

26,334.00 503,559.58

736.00

0.00

27,070.00

OTHER OBJECTS

800

Totals for - 3200's

516,295.00

12,687.78

SOUTH WILLIAMSPORT SCHOOL DIST

Board Summary Report Fund: 10 GENERAL FUND

As of 07/22/2020

fabrdreg

Account Description	Current Budget	Unliquidated Encumbrances	Expend/Received	Balance	% Used	
100 SALARIES	1,000.00	00.00	00.00	1,000.00	00.00	
200 EMPLOYEE BENEFITS	422.00	00.00	00.00	422.00	00.00	
500 OTHER PURCHASED SVCS	15,100.00	00.00	00.00	15,100.00	00.00	
Totals for - 3300's	16,522.00	00.0	00.00	16,522.00	00.00	
5100 DEBT SERVICE						
800 OTHER OBJECTS	2,000.00	00.00	393.02	1,606.98	19.65	
900 OTHER USES OF FUNDS	617,500.00	00.00	780.00	616,720.00	0.12	
Totals for - 5100's	619,500.00	00.00	1,173.02	618,326.98	0.18	
5200 FUND TRANSFERS						
900 OTHER USES OF FUNDS	366,674.00	00.00	00.00	366,674.00	00.00	
Totals for - 5200's	366,674.00	0.00	00.0	366,674.00	00.0	
5900 BUDGETARY RESERVE	ம்					
800 OTHER OBJECTS	64,799.00	00.00	00.00	64,799.00	00.00	
Totals for - 5900's	64,799.00	00.0	00.0	64,799.00	00.0	
EXPENDITURE Totals	19,508,106.00	324,688.94	767,064.90	18,416,352.16	5.59	
FUND 10 - TOTALS:					ı	
	Current Budget	Encumbered	Expended/Rec	Balance	% Used	
Total Expenditure	18,457,133.00	324,688.94	765,891.88	17,366,552.18	5.90	
Total Other Expenditure	1,050,973.00	00.00	1,173.02	1,049,799.98	0.11	
Total Revenue	00.0	00.00	00.00	00.0	0.00	
Total Other Revenue	00.0	00.00	00.0	0.00	00.00	
•	19,508,106.00	324,688.94	767,064.90	18,416,352.16	5.59	

Fund Accounting Check Summary General Fund - From 06/12/2020 To 06/30/2020

facksmc

Note: Output selection limited to transactions dated between 06/12/2020 and 06/30/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018162	AGORA CYBER CHARTER SCHOOL	CHARTER SCHOOL		₹. 4
1816	BLAST INTERMEDIATE UNIT 17	SCHOOL.		,576.
Ţ	CARDMEMBER SERVICES		TRAVEL-PICPA	9
001816		E.		31.9
001816	EBSCO INFORMATION SERVICES	LIES		7.2
001816	ro	_ P		14.6
001816		EON E		58.5
001817	HURWITZ BATTERIES	SUPE		28.1
001817	KEYSTONE NATURAL TURF	REPAIRS & MAINT	•	0
001817	LCWSA	SEWER SERVICE		,135.0
001817	LOWE'S COMPANIES INC	GENERAL SUPPLIES		82.4
001817	MCCLURE COMPANY	GENERAL SUPPLIES		81.0
001817	NORTH CENTRAL SIGHT SERVICES	DISPOSA		0.0
001817		ELECTRICITY		,925.9
001817			ER RETIRE 6-19-2020	90.4
001817		REPAIRS & MAINT (MAY)	REPAIRS & MAINT (MARCH)	r-l
001817	YESCO	GENERAL SUPPLIES		45.3
01818	W R SIMS AGENCY INC	BONDING		45.0
001818	CKLEY	NI		40.0
	CLEANING			
001818	SUSQUEHANNA TRANSIT CO	CONTRACTED CARRIERS		6.4
00018183	VERIZON WIRELESS	CELL PHONE SERVICE		95.15
001818	C.H. WALTZ SONS	REPAIRS & MAINT		19.2
001818	XEROX CORP	REPAIRS & MAINT		75.3
001818	ROBERT M. SIDES, INC.	GENERAL SUPPLIES		0.0
001818	ATHLETIC ACCOUNT IMPREST	DUES & FEES		87.2
	FUND			
001818	BARR'S HARDWARE	GENERAL SUPPLIES		30.2
001818	PER GROU	GENERAL SUPPLIES		0.
1819		ALTERNATIVE ED		,618.4
001819	ROBERT HOUSEKNECHT	TRAVEL		57.6
01819	IS KROPP	:		33.5
001819	SUPPLY	AL SUPPLI		O
001819		FEES-M L		0.0
00018195		ENERAL SUPPLIES		00.080
	NOKIM CENIKAL SIGHT SEKVICES	DISPOSAL SERVICES))

07/21/2020 10:10:28 AM # - Payables within Check

SOUTH WILLIAMSPORT SCHOOL DIST

* Denotes Non-Negotiable Transaction - Prenote d - Direct Deposit

P - Prenote

c - Credit Card Payment

Note: Output selection limited to transactions dated between 06/12/2020 and 06/30/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018197	WILLIAM REIFSNYDER	GENERAL SUPPLIES		37.26
00018198	SANICO INC	GENERAL SUPPLIES	ORIGINAL EQUIPMENT	3,171.06
00018199	WELD-TEC SERVICE & SALES	GENERAL SUPPLIES		30.00
00018200	DIRECT ENERGY BUSINESS	BLECTRICITY		3,497.37
00018201	GBM	REPAIRS & MAINT		19.99
00018202	NORTH CENTRAL SIGHT SERVICES	DISPOSAL SERVICES		80.00
00018203	PLANKENHORN STATIONERY CO.	GENERAL SUPPLIES		321.47
00018204	W R SIMS AGENCY INC	BONDING		236.00
00018205	MARK STAMM	TRAVEL		35.38
00018206	UPMC	MEDICAL SERVICES		1,081.00
00018207	VERIZON	TELEPHONE SERVICE		158.93
00018208	SUSAN ZAYDELL	TRAVEL		12.65
*00E20080	WOODLANDS BANK	Direct Deposit Fee for 6-19-2020 P		10.00
*00E20081	DISCOVERY BENEFITS	To record HSA fee for May 2020		236.50
		10-GENERAL FUND	14.987.91	
		Grand Total Manual Checks	cks : -113.50	
		Grand Total Regular Checks	ecks : 771,101.41	
		Grand Total Direct Deposits:	osits: 0.00	
		Grand Total Credit Car	Credit Card Payments: 0.00	

770,987.91

Grand Total All Checks

07/21/2020 10:10:29 AM

^{# -} Payables within Check

Fund Accounting Check Summary General Fund - From 06/12/2020 To 07/22/2020 Note: Output selection limited to transactions dated between 06/12/2020 and 07/22/2020

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Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018209	APPLE INC. c/o APPLE	ORIGINAL EQUIPMENT		225,173.80
00018210	FINANCIAL SERVICES RICHARD H BAKER INSURANCE	OTHER INSURANCE		11,405.00
00018211 00018212 00018213 00018214	CO. BRICKSTREET INSURANCE GUARDIAN CSC FOLLETT SCHOOL SOLUTIONS INC FRONTLINE TECHNOLOGIES GROUP	WORKERS COMP		10,552.00 671.92 2,687.07 4,663.68
00018215 00018216		PURCHASE TECH SERVICE		755.00
2212	Protection LP MARCIA BRENNER ASSOCIATES MasterLibrary.com, LLC PASBO P.S.B.A.			2,284.50 2,070.00 390.00 7,406.08
00018221 00018222 00018223 00018224 00018225	PSBA INSURANCE TRUST PMEA PowerSchool Group LLC PAYROLL FUND UNITED STATES TREASURY APPLE INC. c/o APPLE	LOYMENT COMP. & FEES- R RUM RASE TECH SERV 773-2020 FEE-FORM 720	ER RETIRE 7-3-2020	488. 162. 875. 841. 592.
00018227 00018228 00018229 00018230 00018231 00018233 00018234 00018234	FINANCIAL SERVICES BLAST INTERMEDIATE UNIT 17 BREON'S INC. JOHN V CASEY ClassLink, Inc. CXTEC CYDERSOFT TECHNOLOGIES FRED HAMM INC HILSHER GRAPHICS INDUSTRIAL PIPING SYSTEMS MURPHY, BUTTERFIELD &	GENERAL SUPPLIES-PPE ITEMS. REPAIRS & MAINT-RR. ACCOUNTING SERVICES. PURCHASE TECH SERVICE. ORIGINAL EQUIPMENT. PURCHASE TECH SERVICE. DISPOSAL SERVICES. GENERAL SUPPLIES-GRAD LOGO. GENERAL SUPPLIES.	SUPPORT ENGINEER	3,935.07 5,487.13 7,500.00 5,063.00 69,842.95 3,080.00 1,838.94 250.00 437.64
00018237 00018238 00018239	HOLLAND, P.C. NITTANY OIL PAFPC PENNSYLVANIA STATE UNIVERSITY	GASOLINE	DIESEL FUEL	719.13 50.00 50.00
	# - Payables within Check	* Denotes Non-Negotiable Trai P - Prenote d - Direct	Deposit Card	Payment

07/23/2020 07:50:49 AM

SOUTH WILLIAMSPORT SCHOOL DIST

Page 1

Fund Accounting Check Summary General Fund - From 06/12/2020 To 07/22/2020

facksmc

Note: Output selection limited to transactions dated between 06/12/2020 and 07/22/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018240	PITNEY BOWES	REPATRS & MATNT	POSTAGE	571.82
24	RICOH IISA INC	ν M M		33
1 (1)	SCHAEDLER YESCO DISTRIBUTION	SU		(A)
00018243	REBECCA SWINEHART			4
00018244	WELLS FARGO VENDOR FIN SERV	ORIGINAL EQUIPMENT		16,891.45
4	Wilmington Trust	AUTHORITY OBLIGATIONS		80.
7.4	BOROUGH OF S WILLIAMSPORT	RESOURCE OFFICER		316.3
00018247	CM REGENT, LLC	INCOME PROTECTION	LIFE INSURANCE	273.5
00018248		DENTAL INSURANCE		0.00
00018249	EDULINK INC	ORIGINAL EQUIPMENT		707.
00018250		REPAIRS & MAINT		5.0
00018251	GENESIS	SOFTWARE		0.
00018252		ALTERNATIVE ED		92.0
00018253	LCWSA	SEWER SERVICE		87
00018254	NASP	DUES & FEES-K BASTIAN		20.0
00018255		DUES & FEES		0.0
00018256	PETTY CASH	GENERAL SUPPLIES		87.6
00018257		GROSS 7-17-2020	ER RETIRE 7-17-2020	45.3
00018258		TAXES-415 W MOUNTAIN AVE		S)
00018259		GENERAL SUPPLIES		90.0
00018260		ADVERTISING		44.0
00018261		REPAIRS & MAINT		95.0
00018262		NATURAL GAS		m
00018263	UGI UTILITIES, INC.	NATURAL GAS		2,777.96
00018264		CELL PHONE SERVICE		9
00018265		REPAIRS & MAINT		1,137.60
00018266		GENERAL SUPPLIES		28.48
00018267		CROSSING GUARDS		559.3
1826	CARDMEMBER SERVICES	GENERAL SUPPLIES	ORIGINAL EQUIPMENT	25.2
00182	COMMONWEALTH CHARTER ACADEMY			056.
001827	CREST/GOOD MANUFACTURING CO			64.3
α	CXIEC	SUPPLI		071.2
27	W A DEHART INC	GENERAL SUPPLIES		240.0
001827	DIRECT ENERGY BUSINESS	H		02.1
00018274	IMMACULATA UNIVERSITY			145.0
	KEYSTONE NATURAL TURF			00.00
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	LOWE'S COMPANIES INC	SUPPLIES		4, 4 W (
2 00	SE G	L SERVIC		•
8/Z8T000	MEIER SUPPLY CO INC	GENERAL SUPPLIES		α
		* Denotes Non-Negotiable Tra	Transaction	
	# - Payables within Check	P - Prenote d - Direct	Deposit Card	Payment

07/23/2020 07:50:50 AM # - Payables within Check

SOUTH WILLIAMSPORT SCHOOL DIST

Page 2

Note: Output selection limited to transactions dated between 06/12/2020 and 07/22/2020

Check #	Vendor Name	Description Of Purchase	Description Of Purchase	Check Amount
00018279	PA DISTANCE LEARNING CHARTER CHARTER	CHARTER SCHOOL		1,068.14
	SCHOOL			
00018280	PA DEPT OF LABOR &	REPAIRS & MAINT		223.84
	INDUSTRY-E			
00018281	PIONEER ATHLETICS	GENERAL SUPPLIES		4,047.10
00018282	PITTSBURGH STAGE INC	REPAIRS & MAINT		2,964.00
00018283	PPL ELECTRIC UTILITIES	ELECTRICITY		12,498.82
00018284	SAGE TECHNOLOGY SOLUTIONS	REPAIRS & MAINT		617.50
00018285	SCHAEDLER YESCO DISTRIBUTION	GENERAL SUPPLIES		424.65
00018286	SENIOR HIGH SCHOOL ACCT.	GENERAL SUPPLIES		786.60
00018287	SHI International Corp	ORIGINAL EQUIPMENT		17,751.15
00018288	THYSSENKRUPP ELEVATOR CORP	REPAIRS & MAINT		16,049.75
00018289	UPMC	MEDICAL SERVICES		2,500.00
00018290	MID-PENN ATHLETIC CONFERENCE	DUES & F	Mid-Penn Conf	736.00
*00E21082	DISCOVERY BENEFITS	To record Employer HSA Contributio		27,300.00
*00E21083	WOODLANDS BANK	To record Direct Deposit Fee for 7		10.00
*00E21084	WOODLANDS BANK	To record Wire Transfer Fee from w		25.00
*00E21085	LYCOMING COUNTY INSURANCE	Highmark July 2020 Health Ins Prem		176,047.99
	CONSORTIUM			
*00E21086	WOODLANDS BANK	To record Direct Deposit Fee for 7		10.00
		10-GENERAL FUND	1,487,694.89	
		Grand Total Manual Checks	icks : 203,392.99	
		Grand Total Regular Ch	Checks : 1,284,301.90	

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0.00

1,487,694.89

Grand Total Credit Card Payments:

Grand Total All Checks

Grand Total Direct Deposits:

^{# -} Payables within Check

Fund Accounting Check Summary CAETERIA FUND - From 06/12/2020 To 06/30/2020

facksmc

Note: Output selection limited to transactions dated between 06/12/2020 and 06/30/2020

Check # 000006148

Vendor Name	Description Of Purchase	Description Of Purchase		Check Amount
GENERAL FUND	MEDICAL INSURANCE	REGULAR SALARY	:	33,326.85
	50-FOOD SERVICE FUND		33,326.85	
	Grand Total Manual Checks	Checks :	00.00	
	Grand Total Regular Checks		33,326.85	
	Grand Total Direct Deposits:	Deposits:	00.0	
	Grand Total Credit Card Payments:	Card Payments:	00.0	
	Grand Total All Checks	••	33,326.85	

* Denotes Non-Negotiable Transaction d - Direct Deposit P - Prenote

c - Credit Card Payment

SOUTH WILLIAMSPORT SCHOOL DIST

07/21/2020 10:13:26 AM # - Payables within Check

June 15, 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, Engel, Fiorini, McGinn, Miller, and Molino.

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

Visitors: Cheryl Loudenslager, Ambreelinne Birth, Bill Reifsnyder, Jessica Kaledas, Jim Girardi, Kristin Bastian, Dick Knecht, Robyn Rummings, Sandi Finnerty, Scott Hill, Steve Rupert, Tracy Knoebel, Michele Loomis, Manny Tsikitas, Emily Wagner, Grace Hicks, Kevin Eck, Andrea Kremser, Rob Houseknecht, Chris Lusk, Linda Miller, Melissa Bradley, and Mike Reuther-SunGazette.

APPROVE TREASURER'S REPORT

A motion to approve the Treasurer's Report for May 2020 was moved by Fiorini, seconded by Cramer. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Engel-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 \$693,837.49 as funds become available was moved by Bachman seconded by Fiorini Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE CAFETERIA FUND BILLS

A motion to approve the payment of bills from the Cafeteria Fund in the amount of \$11,665.68 as funds become available was moved by Fiorini, seconded by Cramer. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVE MINUTES

A motion to approve the minutes of June 8, 2020, as written was moved by McGinn, seconded by Engel. Roll call Bachman-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

SUPERINTENDENT RECOMMENDATIONS

There was an executive session prior to the board meeting regarding school safety. No action to follow.

ADOPTION OF THE 2020-2021 GENERAL FUND BUDGET

A motion to approve the final 2020-2021 general fund budget resolution which includes revenues of \$19,431,077 and expenditures of \$19,508,106 was moved by Fiorini, seconded by Engel. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

ADOPTION OF THE 2020-2021 TAX LEVY RESOLUTION

A motion to approve the Tax Levy Resolution to support the 2020-2021 General Fund Budget including a real estate tax levy of 16.78 mills, earned income tax rate of 1.1%, and realty transfer tax of .5% was moved by Fiorini, seconded by Cramer. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

ADOPTION OF THE 2020 HOMESTEAD/FARMSTEAD EXCLUSION RESOLUTION

A motion to approve the 2020 Homestead and Farmstead Resolution was moved by Engel, seconded by Bachman. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

2020-2021 IDEA AGREEMENT

A motion to approve the 2020-2021 IDEA Agreement with Blast IU 17 which provides federal funding for special education programs that qualify under IDEA Component II was moved by Fiorini, seconded by Engel. Roll call: Bachman-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

2020-2021 SPECIAL EDUCATION SERVICES AGREEMENT

A motion to approve the 2020-2021 Special Education Agreement with Blast IU 17 to cover services rendered to exceptional students who are enrolled in IU programs and/or receiving services through Blast IU 17 was moved by McGinn, seconded by Cramer. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

2020-2021 HOSTED DATACENTER SERVICES AGREEMENT

A motion to approve the Hosted Datecenter Services Agreement with Blast IU 17 to maintain servers on behalf of the District for the 2020-2021 year was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

2020-2021 WEBSITE HOSTING AGREEMENT

A motion to approve the Website Hosting Agreement with Blast IU 17 to host the District's website for the 2020-2021 year was moved by Bachman, seconded by Cramer, Roll call: Bachman-yes, Binghamabsent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

2020-2021 SERVICE AGREEMENT WITH MCIU

A motion to approve the Service Agreement with Montgomery County Intermediate Unit to provide the Marcia Brenner Report Card Creator PowerSchool Plug-in for the 2020-2021 year was moved by Bachman, seconded by Engel. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

PEDIATRIC THERAPY SERVICES CONTRACT

A motion to approve the Pediatric Therapy Services Contract with UPMC Williamsport d/b/a UPMC Pediatric Rehabilitation to provide Occupational and Physical Therapy services to district students in the school setting for the 2020-2021 year was moved by Cramer, seconded by Engel. Roll call: Bachmanyes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

LEASE FOR PURCHASE OF IPADS

A motion to approve the lease purchase of iPads with Apple Inc. for a total cost of \$563,819 under a four-year lease with \$100,000 upfront payment and \$117,673.80 annual payments starting in the 2020-2021 year with final payment made in the 2023-2024 year was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

DENTAL HYGIENIST CREDIT REIMBURSEMENT

A motion to approve the reimbursement of the cost 5 courses for the dental hygienist in exchange for agreeing to remain with the district for 3 years after the completion of certification was moved by Cramer, seconded by Fiorini. Roll call: Bachman-yes, Bowman-no, Cramer-no, Engel-no, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-no, motion failed.

ATHLETIC TRAINING SERVICES AGREEMENT

A motion to approve the three-year Athletic Training Services Agreement with UPMC Susquehanna to provide 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 was moved by Bachman, seconded by Cramer. Roll call: Bachman-yes, Bingham-absent, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

Mrs. Bingham arrived at the meeting at 7:33PM.

AFFILIATION AGREEMENT WITH LOCK HAVEN UNIVERSITY

A motion to approve the five-year Affiliation Agreement for Field Experience and Student Teaching programs with Lock Haven University to operate a Cooperative Student Teaching program at the District from July 1, 2020 through May 31, 2025 was moved by Fiorini, seconded by Engel. Roll call: Bachmanyes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPROVAL OF POLICIES-SECOND READING

A motion to approve the second reading of Policy 237 – Electronic Devices and Policy 800 – Student iPad Responsible Use was moved by Bachman, seconded by Cramer. Roll call. Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

APPOINTMENT OF PANDEMIC COORDINATOR

A motion to appoint Cheryl Schonewolf as the district's Pandemic Coordinator, a position required by PDE along with the development of a Health and Safety Plan prior to students returning to school or restarting athletics, was moved by Fiorini, seconded by Bachman Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

ATHLETIC HEALTH AND SAFETY PLAN

A motion to approve the Athletic Health and Safety Plan for the upcoming athletic season was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engelyes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

RESIGNATION

A motion to accept the letter of resignation from Morgan Bauder, a five-hour custodial employee, effective June 5, 2020 was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

EMPLOYMENT - PROFESSIONAL STAFF

A motion to approve the following professional staff was moved by Fiorini, seconded by Cramer. Step placement and salary will be board approved at a later date due to the Collective Bargaining Agreement expiring on June 30, 2020.

- Kelsey Shannon as Elementary School Guidance Counselor
- Ambreelinee Birth as High School Health & Physical Education Teacher
- Sandi Finnerty as Mountie Academy/Social-Emotional Itinerant Support Teacher
- Madeline Matthews as 11th & 12th Grade Itinerant Learning Support Teacher
- Jacque Newlen as 9th-12th Grade Supplemental Learning Support Teacher

Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

EMPLOYMENT - BAND STAFF

A motion to approve the following band staff was moved by Engel, seconded by Cramer.

- 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

Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

EMPLOYMENT – ATHLETIC COACHES

A motion to approve the following athletic coaches for the 2020-2021 season was moved by Bachman, seconded by Fiorini.

- Football: Chris Eiswerth as Head Coach at \$5,875; Chris Lusk as 1st Assistant at \$4,019; Chris Engler as 2nd Assistant at \$2,823; Randy Boone as 3rd Assistant at \$2,674; Sam Buck as 4th Assistant at \$2,674; Alex Peluso as JH Head Coach at \$3,120; Rich Schonewolf as Volunteer; Ryan Barnes as Volunteer; Tyler Schonewolf as Volunteer; and Dominick Bragalone as Volunteer.
- Girls' Soccer: Marc Lovecchio as Head Coach at \$3,455; Jane House as Assistant Coach at \$2,674; and Tracy Knoebel as Volunteer.
- Boys' Soccer: Chris Vanaskie as Head Coach at \$3,549; Manny Tsikitas as Volunteer; and Griffin Molino as Volunteer.
- Volleyball: Tom Packard as Head Coach at \$3,455; Terry Packard as Assistant at \$2,674; Lynn Fessler as Volunteer; and Darci Warriner as Volunteer.
- Girls' Tennis: Theresa Summerson as Head Coach at \$3,076; Kent Young as Assistant Coach at \$2,317; and John Dorner as Volunteer.
- Cross Country: Matt DeBlander as Head Coach at \$2,975 and Kerry Taylor as Volunteer.
- Junior High Girls' Softball: Tom O'Malley as Head Coach at \$2,340; Adam Lorson as Assistant at \$2,006; Corey Goodman as Volunteer; and Scott Lowery as Volunteer.
- Cheerleading: Christine Miller as Head Coach at \$3,455; Mackenzie Miller as Assistant at \$2,674; and Heather Bower as JH Head Coach at \$2,340.
- Junior High Girls' Basketball: Gregg Anthony as 7th Grade Coach at \$2,674 and Aaron Green as 8th Grade Coach at \$3,120.
- Boys' Basketball: Rob Houseknecht as Head Coach at \$4,731.
- Girls Basketball: Justin Marnon as Head Coach at \$4,731.
- Wrestling: Eric Gerber as Head Coach at \$4,744.
- Baseball: Casey Waller as Head Coach at \$4,880.

Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

TENURE

A motion to approve tenure for James Girardi after completing three years of satisfactory teaching at South Williamsport Area School District at the end of the 2020-2021 school year was moved by Fiorini, seconded by Bachman. Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

DISPOSAL OF RECORDS

A motion to approve the disposal of records from the 2012-2013 school year in accordance with our Records Retention Policy was moved by Fiorini, seconded by Engel. Roll call: Bachman-yes, Bingham-yes, Bowman-yes, Cramer-yes, Engel-yes, Fiorini-yes, McGinn-yes, Miller-yes, and Molino-yes, motion carried.

COURTESY TO THE FLOOR

The following topics were discussed by the following individuals:

Melissa Bradley – athletics; Pandemic Coordinator/Team. Tracy Knoebel – athletics.

A motion to adjourn the meeting was made by Fiorini, seconded by Bachman. All members present voting yes, the meeting was adjourned at 8:26 PM.

Attest



To ensure that the South Williamsport Area School District satisfies statutory requirements of 180 days of instruction and 900 / 990 hours, this resolution is adopted by the Board of Directors on July 27, 2020.

Section 520.1 Temporary Emergency Provisions of the Public School Code of 1949

WHEREAS, the World Health Organization has declared the current outbreak of COVID-19 a global pandemic; and

WHEREAS, the Pennsylvania Department of Education has determined that the COVID-19 pandemic constitutes an "emergency" within the meaning of Section 520.1 of the Public School Code; and

WHEREAS, the South Williamsport Area School District Board of School Directors has determined that the risks COVID-19 presents to our students, faculty, and community requires an extraordinary response;

NOW THEREFORE, the Board finds and declares that the COVID-19 pandemic is an emergency within the meaning of Section 520.1 of the Pennsylvania School Code.

For the duration of said pandemic but in no event for any period exceeding four years, the Superintendent shall have the duty and the authority to develop a Health and Safety plan in a form and manner prescribed by the Pennsylvania Department of Education that ensures a minimum of 180 days of instruction, allowing for a minimum of 900 hours of instruction at the elementary level and 990 hours of instruction at the secondary level, employing any combination of in-person, virtual, and distance learning as the Superintendent seems appropriate to address the health and safety of students, faculty, and community, and the learning needs of students. Such instruction shall comply in full with the requirement of Chapter 4 of the regulations of the State Board of Education and with the curriculum standards published in accordance therewith.

Mr. Nathan Miller
President of the Board

Mrs. Jamie Mowrey
Secretary to the Board



Emergency Instructional Time Template Section 520.1

As <u>communicated to chief school administrators on July 6, 2020</u>, Section 520.1 of the School Code provides flexibility to meet minimum instructional time requirements in the event of an emergency that prevents a school entity from providing for the attendance of all pupils or usual hours of classes at the school entity. The Pennsylvania Department of Education (PDE) considers the World Health Organization-declared Coronavirus disease (COVID-19) a global pandemic and an emergency as contemplated by Section 520.1.

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

1. LEA's Proposed Calendar and Schedule(s) for SY 2020-21

a. School Year Calendar

content area.

School Year Start Date	School Year End Date	Total Number of Instructional Days Must meet minimum 180 days
8/31/20	6/4/21	180

- b. A sample weekly academic schedule as approved by the LEA's governing body. (Recognizing the need for flexibility and that circumstances may change as the LEA responds to the COVID-19 pandemic, an LEA may provide more than one proposed weekly schedule.) Example schedules are provided in Appendix A.
- 2. If the proposed schedule includes remote learning (*i.e.*, learning outside the school building), describe how the LEA will ensure access to remote learning opportunities for all students.

The District is providing an iPad to every student and expanding wireless access outside the school buildings and through remote hot-spots to other locations will enable students regular and consistent access instruction daily.

\checkmark	The proposed school calendar and academic schedule(s) will provide all students the planned instruction needed to attain the relevant academic standards set forth in Chapter 4
\checkmark	The proposed school calendar and academic schedule(s) allow sufficient instructional time necessary for content mastery and provide instructional blocks for each grade level and

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

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

\checkmark	The proposed school calendar and academic schedule(s) define instructional time for students as time in the school day devoted to instruction and instructional activities under the direction of certified school employees. (Such time may include synchronous and/or asynchronous instructional activities.)
\checkmark	Clearly defined systems for tracking attendance and instructional time will be implemented to ensure student engagement in remote instruction.
\checkmark	The LEA acknowledges that it must provide Free and Appropriate Public Education (FAPE during this pandemic-related emergency.
√	The proposed school calendar and academic schedule(s) ensures ESL services for English Learners.
\checkmark	Clearly defined and ongoing systems for evaluating the quality and outcomes of instructional delivery will be implemented, at least quarterly, and necessary adjustments will be made when data highlight concerns about quality, equity, and/or lack of progress in student learning.

Name of Local Education Agency: South Williamsport Area School District

Signature of Chief School Administrator:

Date: 7/27/20

Signature of Governing Body President:

Date: 7/27/20

Date Approved at Board Meeting: 7/27/20

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

Any questions can be submitted to <u>RA-EDContinuityofED@pa.gov</u>.

Proposed Weekly Schedules

Emergency Instructional Time – Section 520.1

Below is the proposed weekly schedule for South Williamsport Area School District in the event there is a need to switch to district-wide remote learning for some students.

The option used will be determined by severity of community spread and other factors.

		ning Schedule		
Monday	Tuesday	Wednesday	Thursday	Friday
Group A	Group B	REMOTE LEARNING	Group A	Group B
In-School	In-School		In-School	In-School
Group B	Group A	REMOTE LEARNING	Group B	Group A
Remote Learning	Remote Learning		Remote Learning	Remote Learning

	Kinde	ning Schedule rgarten through Grad event of state shut-d	e 12	
Monday	Tuesday	Wednesday	Thursday	Friday
		REMOTE LEARNING		

7/27/2020 **Substitute List**

Certified Substitutes

Cohick, Jean Day, Jennifer

Gildea-Wilson, Sharon

Hertwig, Elisha Holtzman, Lexi Lentz, Yvonne McKernan, Phyllis O'Malley, Sharon Peluso, Alex Sandford, Richelle Weisel, Lauralyn

Wonderlich, Marjorie

Classified Substitutes

Allvord, Mae Secretary Bauder, Morgan Custodial Bickel, Christine LPN

Bilby, Connie Aide, Secretary

Carey, Samantha LPN Huff, Marilyn LPN

Lyons, Holly Cafeteria, Secretary

McNamee, Skye Custodial Mundorff, Kenneth Custodial Smith, Crystal LPN

Stoetzel, Gina Aide, Cafeteria, Secretary

Waldman, Louise Aide

Retired employees will only be used as a last resort when we cannot find another substitute to fill the vacancy.

SOUTH WILLIAMSPORT AREA SCHOOL DISTRICT | 2020-2021 CALENDAR

July 4 Independence Day

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2021 W Th F S M T S 2 3 4 5 7 8 9 10 11 12 13 14 15 16 17 19 21 22 23 18 20 24 28 25 26 27 29 30 31

January 1 Schools Closed January 18 Act 80 Full Day

February 15 Weather Day (1)

Attachment #3

20/20

97/99

August 27 Professional Day August 31 Act 80 Full Day

	A	NUG	UST	202	0	
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY 2021 T W Th 2 3 4 5 9 10 11 12 13 8 14 16 17 18 19 20

21 22 23 24 25 26 27

28

28

SMT

2 3 4 5 6

9 10

16

23 24 25 26 27 28 29

30

17 | 18 | 19

29

19/19

116/118

September 1 Act 80 Full Day September 2 First Student Day September 7 Schools Closed-Labor Day September 8 Act 80 Full Day

21/21

1/2

1/2

22/23

22/22

44/45

SEPTEMBER 2020							
S	М	T	W	Th	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

MARCH 2021 S M T W Th F S 2 3 4 5 6 10 11 12 13 17 18 19 20 14 15 16 21 24 25 26 27 22 23

30 31

March 31 Weather Day (2)

22/22

138/140

October 12 Act 80 Full Day

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 2021 W Th F T S S M 3 8 9 10 17 11 12 13 14 15 16 22 20 21 23 24 18 19 27 28 29

April 1 Weather Day (3) April 2 Schools Closed

April 2 Schools Closed
April 5 Weather Day (5)
April 6 Weather Day (4)

18/18

156/158

November 23 Act 80 Full Day November 24 Act 80 Full Day November 25 Schools Closed

November 25 Schools Closed November 26 Thanksgiving Day

November 27 Schools Closed November 30 Schools Closed 17/18

61/63

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY 2021 May 31 Memorial Day

F

S

8

W Th

20 21 22

12 | 13 | 14 | 15

11

20/20

176/178

December 23 Schools Closed December 24 Schools Closed December 25 Christmas Day December 28-31 Schools Closed

16/16

77/79

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 2021 M T W Th F 2 5 1 8 10 11 12 17 14 15 16 18 19 13 20 21 22 23 24 25 26 27 28 30 29

June 4 Commencement June 3, 4 Act 80 ½ Days

June 4 Last Day

4/4

180/182

Total Days

180 Student Instructional Days

82 Teacher Days

2 Act 80 ½ Days/Student ½ Days

7 Act 80 Full Day

2 Professional Days 5 Weather Days

Board Approval: 2nd Reading: March 2, 2020

Rev 6-30-2020

Student Day Professional Day Act 80 Full Days/ No School For Students Act 80 ½ Days

Weather Day Schools Closed Board Approval: 1st Reading: February 3, 2020



Attachment #4

Justice Works YouthCare

Building Better Futures for Youth and Community

1500 ARDMORE BOULEVARD SUITE 410 PITTSBURGH, PA 15221 TEL: 877-525-5992 FAX: 412 241-6675 www.justiceworksyouthcare.com

CONTRACT AGREEMENT August 1, 2020 through July 31, 2021

AGREEMENT BETWEEN
South Williamsport Area School District
515 W. Central Ave
South Williamsport, PA 17702

AND

JusticeWorks YouthCare, Inc. 1500 Ardmore Blvd. Suite 410 Pittsburgh, PA 15221

THIS CONTRACT is made this __DAY of __ 2020, between South Williamsport School District and JusticeWorks YouthCare (JWYC), a Pennsylvania Corporation, with its principal place of business located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, Pennsylvania, 15221.

WHEREAS, South Williamsport School District and JWYC will enter into an agreement, with a term extending from August 1, 2020 through July 31, 2021, for the provision of Alternative Education for Disruptive Youth to the students of South Williamsport School District; and

WHEREAS, JWYC has proposed services to South Williamsport School District related to the provision of Alternative Education for Disruptive Youth and South Williamsport School District is willing to purchase those additional services as offered by JWYC; and

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties, intending to be legally bound, hereby agree to services as follows;

ACT 48 PROGRAM PLACEMENT AGREEMENT

Approved Private Provider JUSTICE WORKS YOUTH CARE, INC. Public School District SOUTH WILLIAMSPORT SCHOOL DISTRICT

AND NOW, this ___ of _____, 2020 JUSTICEWORKS YOUTHCARE INC. (JWYC) with a principal place of operations located at 1500 Ardmore Blvd., Suite 410, Pittsburgh, PA 15221 Enter into this ACT 48 Program Placement Agreement, as follows:

WHEREAS, JUSTICEWORKS YOUTHCARE INC. primary operations is a private for-profit organization; and WHEREAS, JUSTICEWORKS YOUTHCARE INC. has been in the business of providing EDUCATIONAL SERVICES; and WHEREAS, JUSTICEWORKS YOUTHCARE INC. has become an approved private provider of educational services for disruptive youth under Act 48 and Act 30 (collectively the Act), whereby JUSTICEWORKS YOUTHCARE INC. is authorized to enter into contractual arrangements with local School Districts to provide educational services to disruptive youth as that term is defined in the aforesaid Act; and

WHEREAS, JUSTICEWORKS YOUTHCARE INC. has developed a specific educational program (the Program); WHEREAS, SOUTH WILLIAMSPORT SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. have entered into a contractual arrangement, as further described herein, wherein SOUTH WILLIAMSPORT SCHOOL



DISTRICT will have certain placement rights regarding the disruptive youth, as defined in the Act, that SOUTH WILLIAMSPORT SCHOOL DISTRICT desires to transfer to JUSTICEWORKS YOUTHCARE INC. for placement in the Program; NOW THEREFORE, in accordance with the aforesaid recitals, JUSTICEWORKS YOUTHCARE INC. and SOUTH WILLIAMSPORT SCHOOL DISTRICT, intending to be legally bound, agree as follows:

1. DEFINITIONS. The following definitions apply regarding the text of this agreement:

a) TERM. For purposes of this Agreement, the term shall cover the 2020-2021 school year.

b) PROGRAM. For purposes of this Agreement, Program shall be defined as the JUSTICEWORKS YOUTHCARE INC. Act 48 program:

c) SCHOOL DISTRICT. For purposes of this Agreement, SOUTH WILLIAMSPORT SCHOOL DISTRICT shall collectively be defined as the Senior High Schools of the community, acting by and through their authorized employees, agents and representatives;

d) STUDENT. For purposes of this Agreement, Student shall be defined as an enrolled student at SOUTH WILLIAMSPORT SCHOOL DISTRICT who has been designated by SOUTH WILLIAMSPORT SCHOOL DISTRICT as a disruptive youth in accordance with the Act;

- e) SEAT. For purposes of this Agreement, Seat shall be defined as the cost for one Student to attend the JWYC program for each school day. The cost of each Seat under this Agreement is as follows: Daily charges occur when the student is present for school for any part of the school day and for any absences of up to three consecutive days. After three consecutive absences, there will not be a regular daily charge for the student except as otherwise indicated in this contract.
- 2. MATRICULATION RIGHTS. SOUTH WILLIAMSPORT SCHOOL DISTRICT shall have the right to matriculate as many students agreed upon by JWYC and SOUTH WILLIAMSPORT SCHOOL DISTRICT per year into the JUSTICE WORKS YOUTH CARE Program, under the following terms and conditions:
- a) SOUTH WILLIAMSPORT SCHOOL DISTRICT shall certify to JUSTICEWORKS YOUTHCARE INC. that the Student is disruptive as defined in the Act and provide all pertinent information to JUSTICEWORKS YOUTHCARE INC. regarding said Student;
- 3. COST/PAYMENT. SOUTH WILLIAMSPORT SCHOOL DISTRICT shall compensate JWYC for the Program services rendered to Students as follows:
 - a) JWYC will submit a monthly invoice to SOUTH WILLIAMSPORT SCHOOL DISTRICT for the following: Compass Academy Alternative School

Regular Education:

\$78 per seat per school day

Special/Vocational Education:

\$86 per seat per school day

- 4. DURATION: One calendar school year <u>August 1, 2020 July 31, 2021</u>. School year shall at a minimum equal 180 days.
- 5. COMPLIANCE P.D.E GUIDELINES. During the entire term of this Agreement, JUSTICEWORKS YOUTHCARE INC. and SOUTH WILLIAMSPORT SCHOOL DISTRICT warrant to each other that they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:
- a) JUSTICEWORKS YOUTHCARE INC. warrants that it shall be and remain an approved private provider of alternative educational services for disruptive youth, as defined in the Act, during the entire term of this Agreement (Appendix three (3) of the 2003/2008Guidelines regarding Private Alternative Educational Institutions).
- b) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania, County and local municipalities and that said facility has been approved by the Licensing and Inspection Bureau of the county and municipalities, and that a valid Certificate of Occupancy has been issued by said Department of Licensing and Inspection Bureau. (Appendix three (3) of the 2001/2001 Guidelines regarding Private Alternative Educational Institutions; Page 32, item E1a-E1d).
- c) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain



in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement (Appendix (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E2a-E2d).

- d) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility and all grounds annexed thereto that are owned and/or controlled by JUSTICEWORKS YOUTHCARE INC. have been approved by the Department of Health of the county and local municipalities, and that said facility shall be and remain in compliance with all applicable regulations, ordinances, statutes or mandates during the entire term of the Agreement (Appendix three (3) of the 2003/2008 Guidelines regarding Private alternative Educational Institutions; Page 33, item E2a-E2d).
- e) JUSTICEWORKS YOUTHCARE INC. warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are being provided in concert with 24 P.S. 7-736 and 7-737 (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E2a-E2d).
- f) JUSTICEWORKS YOUTHCARE INC. shall not operate any food service program, and the requirements of Appendix three (3) of the 2003/2008Guidelines regarding Private Alternative Educational Institutions set forth on page 33, items E3a-E3c, do not apply. SOUTH WILLIAMSPORT SCHOOL DISTRICT will also be responsible for the daily cost of breakfast and lunch for each student.
- g) JUSTICEWORKS YOUTHCARE INC. warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; (age 33, item E4a-E4d).
- h) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff are citizens of the United States (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 33, item E4a-E4d)
- i) JUSTICEWORKS YOUTHCARE INC. warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, Cogent FBI Fingerprint Background Check as required by Act 114 of 2006, Section 111 and that all records received show no evidence of a criminal background or a background of child abuse which would exclude an individual from employment (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page33, itemE4a E4d.). JUSTICEWORKS YOUTHCARE also requires that all staff comply with Act 168 of 2014, which requires completion of the Act 168 Commonwealth of PA Sexual Misconduct/Abuse Disclosure Release.
- j) JUSTICEWORKS YOUTHCARE INC. warrants that it shall maintain records of student attendance in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty four (34), items number 5a, 5b and 5c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the JWYC Administrative and Teaching Staff, documentation of said daily physical check in a written Attendance Log, kept on file at JWYC, with daily contact to each parent or guardian of said student if said student is not present when school is in session (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 34, item E5a-E5c).
- k) JUSTICEWORKS YOUTHCARE INC. warrants that during the entire term of this Agreement, SOUTH WILLIAMSPORT SCHOOL DISTRICT shall receive a written quarterly progress report for each SOUTH WILLIAMSPORT SCHOOL DISTRICT student matriculated into JWYC in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page thirty five (35), items number 6a and 6b. The quarterly written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, teacher and staff comments regarding said students educational progress, and any applicable staff comments regarding the students behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions: Page 33, item E6a -E6b).
- l) SOUTH WILLIAMSPORT SCHOOL DISTRICT shall be responsible for transportation of said students to JWYC in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page thirty five (35), items number 7a and 7b and in accordance with 24 P.S. 13-1361



and 67 Pa. Code Chapter 171.

- m) JUSTICEWORKS YOUTHCARE INC. warrants that its Act 48 Program complies with all provisions of Article XIII-A of the School Code, and that JUSTICEWORKS YOUTHCARE INC. has a written policy regarding its role in compliance with Article 13-A. A true and correct copy of said policy is on file at JWYC. Further, in accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions set forth on page 35 and 36, item number E 8, the following stipulations apply:
 - aa. All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by JWYC Administrative Staff immediately, the students parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by JWYC Administrative Staff, and a written report shall be completed by JWYC Administrative Staff setting forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the students file and turned into the Department of Education pursuant to 24 P.S. 13-1303-A (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).
 - bb. All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the JWYC educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).
 - cc. JUSTICEWORKS YOUTHCARE INC. shall follow the Violence Policy with regard to all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near with JWYC educational facility (Appendix (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 35, item E8).
- n) JUSTICEWORKS YOUTHCARE INC. warrants that it complies in full with the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999 (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 36, item E10).
- o) JWYC will employ certified Special Education teachers for the program.
- p) In accordance with Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth on page thirty seven (37), item 12, SOUTH WILLIAMSPORT SCHOOL DISTRICT shall set forth its internal policies to identify those SOUTH WILLIAMSPORT SCHOOL DISTRICT students who are eligible for the JWYC Act 48 Program, and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c). A true and correct copy of the SOUTH WILLIAMSPORT SCHOOL DISTRICT internal policies are attached hereto and incorporated herein ad Exhibit "D" (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item E12).
- q) JUSTICEWORKS YOUTHCARE INC. warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, ordinances or legal mandates regarding JWYC's operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix three (3) of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions; Page 37, item F.
- r) Upon written request by SOUTH WILLIAMSPORT SCHOOL DISTRICT, JWYC shall provide to SOUTH WILLIAMSPORT SCHOOL DISTRICT, within ten (10) days after JWYC's written receipt of same, duly notarized as true and correct copies of the original permits, licenses and/or approvals set forth in paragraphs 5(a) and 5(b). Further, to the extent that JWYC does receive written permits, licenses and/or approvals regarding the provisions of paragraphs 5(c) 5(d) and 5(e), duly notarized as true and correct copies of the original permits, licenses and/or approvals shall be provided upon request to SOUTH WILLIAMSPORT SCHOOL DISTRICT.
- s) SPECIAL EDUCATION PROVISIONS JWYC will provide (a) certified Special Education teacher(s) to monitor any Special Education requirements.
- 6. CHALLENGES: JUSTICEWORKS YOUTHCARE INC. confirms and agrees that it shall be fully liable for any and all damages and costs of any kind resulting from any legal challenge(s) regarding the JWYC Act 48 Program and/or



the actions of JWYC as the Private Alternative Education Institution ("PAEI"). The SOUTH WILLIAMSPORT SCHOOL DISTRICT and the SOUTH WILLIAMSPORT SCHOOL DISTRICT Board of School Directors shall not be liable for any activity or operation related to the PAEI.

- 7. INSURANCE: JUSTICEWORKS YOUTHCARE INC. and SOUTH WILLIAMSPORT SCHOOL DISTRICT agree to provide mutual proof of liability and risk insurance in an amount equal to or greater than \$1,000,000.00 which names each other as an additional insured and is deemed acceptable by JWYC, the SOUTH WILLIAMSPORT SCHOOL DISTRICT Board of School Directors. For purposes of this Agreement, a well- rated insurance carrier, protected by the Pennsylvania Guaranty Fund or other deemed secure and stable by another similar and well recognized stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, JWYC agrees to provide at all times during the term of this Agreement and to maintain worker's compensation insurance. JWYC does not have any volunteer employees, but to the extent any volunteers are utilized by JWYC, JWYC shall procure mutually acceptable volunteer insurance. JWYC and SOUTH WILLIAMSPORT SCHOOL DISTRICT further agree to provide each other with proof of said insurance during the entire term of this Agreement, which shall include a Certificate of Insurance naming both entities as additional insured and setting forth the respective applicable insurance coverage and the policy term.
- 8. INSOLVENCY OF SCHOOL DISTRICT: If SOUTH WILLIAMSPORT SCHOOL DISTRICT is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of JWYC and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to JWYC within ten (10) days. If said payment is not received, all SOUTH WILLIAMSPORT SCHOOL DISTRICT students and related records shall not be entitled to continue to be matriculated at JWYC and said records shall be forwarded by JWYC to SOUTH WILLIAMSPORT SCHOOL DISTRICT. If said payment is received, the matriculated SOUTH WILLIAMSPORT SCHOOL DISTRICT students shall be entitled to remain for the remainder of the applicable Term.
- 9. ACCESS: JUSTICEWORKS YOUTHCARE INC. agrees that the SOUTH WILLIAMSPORT SCHOOL DISTRICT shall have access, at mutually agreeable dates and times, to the records and facilities of the PAEI to ensure that the PAEI is in compliance with Act 48 and all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances.
- SOUTH WILLIAMSPORT SCHOOL DISTRICT agrees that JWYC shall have access, at mutually agreeable dates and times, to the records and facilities of SOUTH WILLIAMSPORT SCHOOL DISTRICT to ensure that SOUTH WILLIAMSPORT SCHOOL DISTRICT is in compliance with ACT 48 and all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances.
- 10. TERMINATION SOUTH WILLIAMSPORT SCHOOL DISTRICT: JWYC agrees that the SOUTH WILLIAMSPORT SCHOOL DISTRICT retains the right to terminate this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by JWYC, for any of the following reasons:
- a) One or more material violations of this Agreement;
- b) Failure to timely comply with SOUTH WILLIAMSPORT SCHOOL DISTRICT requests for information regarding any matriculated students, or failure to cooperate with SOUTH WILLIAMSPORT SCHOOL DISTRICT staff regarding matriculation procedures set forth herein:
- c) Violations of any provision in Act 48 of the Pennsylvania School Code;
- d) Violations of any provisions of state of federal law from which JWYC has not been exempted;
- 11. TERMINATION JUSTICEWORKS YOUTHCARE INC. retains the right to terminate or not to renew Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by SOUTH WILLIAMSPORT SCHOOL DISTRICT, for any of the following reasons:
- a) One or more material violations of this Agreement;
- b) Failure to timely comply with JWYC requests for information regarding any matriculated students, or failure to cooperate with JWYC staff regarding matriculation procedures set forth herein;



- c) Failure to make any payment hereunder or pay any JWYC invoice when due;
- d) Violations of any provision in Act 48 of the Pennsylvania School Code;
- e) Violations of any provisions of state of federal law from which SOUTH WILLIAMSPORT SCHOOL DISTRICT has not been exempted;
- f) The SOUTH WILLIAMSPORT SCHOOL DISTRICT or the SOUTH WILLIAMSPORT SCHOOL DISTRICT Board of School Directors has been indicted for and convicted of fraud;

 12. COMPLIANCE STATE REGULATIONS: JUSTICEWORKS YOUTHCARE INC. agrees that as a Private

Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E (3). SOUTH WILLIAMSPORT SCHOOL DISTRICT and JUSTICEWORKS YOUTHCARE INC. agree that

they shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

- 13.ASSIGNMENT: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement may not be assigned by JWYC or SOUTH WILLIAMSPORT SCHOOL DISTRICT and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the SOUTH WILLIAMSPORT SCHOOL DISTRICT.
- 14. COMPLIANCE: JUSTICEWORKS YOUTHCARE INC. agrees that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government;
- 15. SEPARABILITY: JUSTICEWORKS YOUTHCARE INC. agrees that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.
- 16. MISCELLANEOUS: This Agreement may be executed in counterpart. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under paragraphs 11 or 12 of this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth below:
- 17. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by JWYC in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by JWYC shall be construed, respectively, to be a waiver of JWYC's rights or to represent any agreement by JWYC to undertake or perform such act or matter thereafter.
- 18. NONDISCRIMINTION: JWYC agrees that the PAEI will abide by all federal and state laws prohibiting discrimination admissions, employment and operation on the basis of disability, race, creed, gender, national origin, religious ancestry, need for special education services, subject to JWYC's right to receive waivers from the same or JWYC's rights of noncompliance as set forth in Act 48 or other legal standard.



IN WITNESS THEREOF, the partie	es hereto have executed this Contract as of the day and year first above written.
ATTEST:	South Williamsport School District Representative
ATTEST:	JusticeWorks YouthCare
	1500 Ardmore Blvd.
	Suite 410
	Pittsburgh, PA 15221
	BY:
	JusticeWorks YouthCare's Authorized Signatory
	PRINT NAME/TITLE



BLaST, Intermediate Unit 17 eQUIP Online Learning Services Memorandum of Understanding

Customer: South Williamsport School District

Contact: Dwight Woodley Phone Number: 570-327-1581 Email: dwoodley@swasd.org Effective Date: July 1, 2020

This Memorandum of Understanding between **South Williamsport School District** (District) and BLaST Intermediate Unit 17 outlines the services to be provided and the responsibilities of each party related to the eQUIP Online Services for the 2020-2021 school year.

eQUIP Online Services Overview: eQUIP Online Services, a program of BLaST IU 17, provides services to Districts who wish to offer eLearning options for students. eQUIP services assist the District in providing an in-house eLearning alternative to students leaving the District to attend cyber charter school, as well as course options for enrichment and credit recovery. Students who enroll in the District in-house eLearning program remain enrolled at the District. eQUIP, by name, is used to describe the services provided to the District and is not intended to be used as the name for the District in-house program. Students do not "attend eQUIP" or become "eQUIP students" when enrolling in the District eQUIP supported eLearning program.

eQUIP Responsibilities and Services:

- 1. Provide consultation and training in regards to the design of the District program.
- 2. Provide consultation on curriculum options available for student enrollments.
- 3. Training (See Exhibit A.)
 - a. Train the District Point of Contact (PoC) and additional support staff on the use of all eQUIP systems.
 - b. Provide monthly virtual professional development opportunities for PoCs throughout the year.
- 4. Work with third parties to establish the District eLearning portal.
- 5. Collaborate with curriculum providers to ensure District needs are met through existing or proposed curriculum.
- 6. Communicate eQUIP news, service updates and system notices to the district PoC.
- 7. Provide technical support through an online ticket system and live phone support Monday-Friday 8:00 a.m. to 4:00 p.m, excluding IU designated holidays.
- 8. Maintain confidentiality and FERPA obligations in regard to District student information.

District Responsibilities:

- 1. The District agrees to pay a one time set-up fee to BLaST IU 17. (See Exhibit A.)
- 2. The District agrees to pay all student course enrollment fees. (See Exhibit B.).
- 3. The District agrees to provide a PoC to serve as a liaison to the eQUIP program. The District acknowledges that the PoC is authorized to make programmatic decisions regarding the eQUIP program on behalf of the District.
- 4. All PoCs will be required to attend initial training.

- 5. The District shall be responsible for the day to day management of the Online Learning Program, including, but not limited to:
 - a. Course Completion and Transfer Credits: Establish requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma.
 - b. Diplomas: Tracking graduation requirements and issuing diplomas (if applicable), all in accordance with Customer's policies.
 - c. Counseling and Special Education Services: Deliver all counseling and Special Education Services, including identifying Students who are Special Needs Students. In the case of courses with district teachers, the district will be responsible for meeting accommodations for students with IEPs and GIEPs.
 - d. Course Placement Changes: Initiate all requests for course placement changes for enrolled students.
 - e. Reporting: File all information directly with the State of Pennsylvania or other regulatory authorities, associated with the operation of the School, as required by any applicable state or federal law.
 - f. Standardized Testing Administration: The Customer shall be responsible for administering any required standardized tests at its own cost.

No Third Party Rights

The district signing this MOU must be the district of record for students enrolled in eQUIP Online Services courses.

Pricing and Invoicing

- 1. Pricing is effective for the 2020-2021 academic year, including summer school.
- 2. Pricing may be subject to change at the time of renewal.
- 3. Special COVID Pricing is only available while schools are impacted due to COVID-19 (Exhibit C).
- 4. Course invoicing occurs quarterly.
 - a. Quarter 1: June, July, August
 - b. Quarter 2: September, October, November
 - c. Quarter 3: December, January, February
 - d. Quarter 4: March, April, May
- 5. PoCs will be given an opportunity to review bills prior to submission to the school's business office for payment. PoCs are responsible for communicating billing issues within the review period designated at the time of billing.

Approved:	
BLaST IU 17 representative	School District representative
Date:	Date:

Exhibit A: Service and Training Fees

Offering	Fee
New School Setup Fee (first year)	\$2500
Initial POC Training (first year) 2 days (12 hours) Face-to-Face (½ day increments) or online (hour increments)	No Charge
Initial Teacher Training (first year) 2 days (12 hours) Face-to-Face (½ day increments) or online (hour increments)	No Charge
Additional On-Site PD	\$500 per day
Additional Virtual PD/Consulting	\$60 per hour
Technology Loan Program (Laptop Rentals, Optional Add-on)	\$105/month per student
Advisory Services (Optional Add-on) Cost includes up to 20 students. Additional students may be added for a per-student cost.	\$6000

Exhibit B: 2020-2021 Course Fees

Turnkey Course License Fees

Edison Learning

	Curriculum Provided Teacher	District Provided Teacher
Typical Year Course *	\$620	\$320
Credit Recovery / Semester **	\$80	\$45

^{*}Edison courses are generally split into 4 parts that loosely follow a school's marking periods. The cost for one part is \$155.

eDynamic

	Curriculum Provided Teacher	District Provided Teacher
Typical Year Course *	\$620	\$240

^{*}eDynamic courses are generally split into 2 parts that loosely follow a school's semester. The cost for one part is \$310.

Accelerate Education

	Curriculum Provided Teacher	District Provided Teacher
Typical Year Course *	\$600	\$220
Advanced Placement	\$720	\$360

^{*}Accelerate Ed courses are generally split into 2 parts that loosely follow a school's semesters. The cost for one part is \$300.

^{**}Credit Recovery Courses vary between one and two semesters. Prices provided are for one semester.

APEX Learning

	Curriculum Provided Teacher	District Provided Teacher
Typical Year Course *	\$750	\$375
APEX AP Exam Review	\$35	-

^{*}APEX offers courses that span both one semester and two semesters. The cost for one semester is \$375.

Edward Savioz Driver Education

	Curriculum Provided Teacher
30 Hour Course	\$108

Odysseyware

	Curriculum Provided Teacher
Typical Year Course *	\$600
Credit Recovery / Course	\$200

^{*}Odysseyware courses are generally split into 2 parts that loosely follow a schools' semester. The cost for one part is \$300. Each course can run a maximum of 30 weeks. After that, an extension charge will apply.

Adaptive Course License Fees

Odysseyware

Offering	Description	Price Per Academic Year
Single Student License with District Provided Teacher	One student enrolled in any number of courses. 5-99 students.	\$205
Single Student License with District Provided Teacher	One student enrolled in any number of courses. 100-299 students.	\$149
Single Student License with District Provided Teacher	One student enrolled in any number of courses 300-599 students.	\$123
Single Student License with District Provided Teacher	One student enrolled in any number of courses 600-999 students.	\$77

Blended Learning License Fees (25 Minimum)

Edison Blended eCourse Package

Offering	Seat License One student has access to a single standard course (all four parts). **	Concurrent License One student at a time logged into the Edison eCourse system. Bach student has access to the entire standard eCourse catalog. **
License with District Provided Teacher	\$110	\$630
License with Edison Provided Teacher and Tutoring	\$495	\$2765

^{*} Licenses are for I year and are transferable to other students.

Exhibit C: 2020-2021 Special COVID-19 Pricing

Options

- Month to month, half-year, and full-year solutions.
- District, building, and grade-level options.
- Customizable K-12 curriculum, including all core subjects and some electives (some are.
- Blended learning and fully virtual solutions to accommodate a variety of school day scenarios.

Pricing

Prices start at \$25 per student for a full year of content and including multiple course enrollments. Actual costs will vary depending upon courses, duration of need, and vendors selected.

SAMPLE PRICING BASED ON ENROLLMENT OF 100 PER GRADE LEVEL

Price includes blended and full virtual solutions, training, and ongoing LEA support. Schools provide the teacher of record, tutoring, and student support.

Elementary (K-5):

Full year: Per grade= \$2,400, Total for All Elementary Students = \$14,400 Half year: Per grade= \$1,200, Total for All Elementary Students = \$7,200

Middle School (6-8):

Full year: Per grade= \$2,400, Total for All Middle School Students = \$7,200 Half year: Per grade= \$1,200, Total for All Middle School Students = \$3,600

High School (9-12):

Full year: Per grade= \$2,400, Total for All High School Students = \$9,600 Half year: Per grade= \$1,200, Total for All High School Students = \$4,800

We recognize that each LEA will have unique needs beginning in the fall of 2020. The prices above are estimates. Actual pricing will vary depending upon variables such as vendor, courses, and length of implementation. This pricing is only valid for the 2020-2021 school year due to the unique circumstances created by COVID.

^{**} There is a 25 student minimum for this option.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this of	, 2020,
between the Williamsport Area School District (WASD) and the South Williamsp	ort Area
School District (SWASD).	
Background:	

The parties have operated under a Memorandum of Understanding regarding career and technical education for the school years of 2010-2011 through 2019-2020. Pursuant to that Memorandum of Understanding, SWASD was permitted to enroll in career and technical programs at the WASD. The parties wish to renew that Memorandum of Understanding for the school years of 2020-2021 through 2024-2025.

NOW THEREFORE, intending to be legally bound, the parties agree as follows:

- 1. WASD agrees to continue to accept SWASD students in its career and technical programs in accordance with the provisions of the Memorandum of Understanding.
- 2. SWASD expects that approximately forty (40) students will seek to enroll in WASD programs per year.
- 3. SWASD students will be accepted into WASD's programs according to WASD Placement Guidelines. See Appendix A.
- 4. If other school districts enter to a Memorandum of Understanding with WASD whereby WASD makes its career and technical programs available to those districts, WASD agrees to establish a protocol for acceptance in cooperation with SWASD and any other district interested that is expected to accommodate approximately forty (40) SWASD students per year. Regardless of the protocol established, WASD agrees that any SWASD student who begins a career and technical program will be given the opportunity to complete the program,' in the absence of disciplinary exclusion. It is understood and agreed that the protocol may address issues such as additional staffing or conducting classes outside of normal school hours.

- 5. Annually, WASD's Director of Career & Technical Education will notify both parties of the number of SWASD students enrolled as of September 1st. The number of students will be used to determine amount of annual invoice to SWASD.
- 6. The subsidy paid by the state, through the Pennsylvania Department of Education, for education of vocational students shall be payable to and retained by WASD. Any other funds payable as a result of educating the SWASD students in attendance in WASD career and technical programs, including but not limited to Perkins Grants, shall also be payable to and retained by WASD.
- 7. The tuition payable shall be calculated by taking the total of WASDs 1300 Vocational Education Expenditures plus expenditures directly related to the Director of Career & Technical Education, divided by the total Vocational Average Daily Membership (VADM), multiplied by the number of SWASD students enrolled as of September 1st for the program year.
- 8. Tuition shall be billed by WASD on or before August 31st of the following school year and paid by SWASD within 30 days of receipt of invoice.
- 9. Student discipline for conduct occurring while participating in WASD programs shall be administered by WASD, subject to all provisions of 22 Pa. Code Chapter 12. SWASD shall be free, if it chooses, to impose greater discipline on a student than that which is imposed by WASD, in which case WASD will give full faith and credit to the discipline imposed by SWASD. Furthermore, WASD will give full faith and credit to discipline imposed on SWASD students by SWASD for conduct occurring at times when the student is not participating in WASD programs.
- 10. SWASD students with Individualized Education Plans or Section 504 Plans may participate in WASD programs provided that WASD staff has the opportunity to participate in the formulation of the Individualized Education Plan or Section 504 Plan for the student prior to the student's admission.
- 11. Transportation shall be provided by SWASD or by the parents or guardian of the student. Provided, however, that WASD may provide transportation on a case by case basis when providing transportation may be conveniently done by WASD and desired by SWASD.

12. This Memorandum of Understanding shall be in effect for a period of five years, beginning with the 2020-2021 school year and ending with the 2024-2025 school year. This Memorandum of Understanding will be reviewed annually by the respective superintendents of the District or their designees. Any amendment to the Memorandum of Understanding must be in writing to be effective. SWASD students enrolled in a career and technical program at the termination of this Memorandum of Understanding shall be given an opportunity to complete the program under the terms and conditions stated herein, absent disciplinary exclusion.

ATTEST:		WILLIAMSPORT AREA SCHOOL DISTRICT		
By:		By:		
Wanda M. Erb, Board Secret		Lori A.	Baer, Board President	
ATTEST:		SOUTH WILLIA	MSPORT AREA SCHO	OL DISTRICT
By:		By:		
Jamie Mowrey	v Board Secretary	Nathan	Miller, Board President	

A TEVENSOR

Williamsport Area School District Career and Technical Education Programs

Student Placement in Career and Technical Education Programs Administrative Guidelines

The Williamsport High School Career and Tech Center promotes an open placement policy for career and technical programs when there are sufficient openings available for all students who apply. Like all courses at Williamsport High School, enrollment in programs is limited by the number of seats available. For those programs which have limited annual openings, students are considered for placement based on the eligibility criteria listed below. This placement criterion helps to predict an applicant's ability to succeed in a career and technical program.

All prospective student course selection forms are reviewed until a career and technical education program is at enrollment capacity. Students who are unable to enter a program, based on the following criteria, will be given the opportunity to enter their second or third choice program utilizing the same method. Should all program choices be filled, a waiting list will be kept in ranked order. Students who have Individualized Education Plans, which contain a prescribed career and technical program based on employment capability, will not be required to follow eligibility criteria. In the case of an IEP student, the career and technical education instructor and case manager will discuss what program placement is appropriate for student.

<u>Criteria</u>	Point Value
Career Objective Form	10
Grade Level	10
Attendance	10
Academic Performance	10

Placement Process

1. <u>Career Objective Form:</u> During their freshman year, all applicants for career and technical education programs complete a Career Objective form with their guidance counselor. Priority for all seats within a program, regardless of capacity, is given to students whose career objectives match the Classification of Instructional Program (CIP) code description and careers affiliated with the CIP code.

A student receives 10 points for a completed Career Objective Form that aligns with the career occupations and description identified by the CIP code.

2. Grade Level: In keeping with the mission of the Center for Careers and Technology, placement priority is given to those students who can reasonably expect to reach completer status. A student considered most likely to obtain completer status is one who can enroll in a two-year (720 hours) or a three year (1080 hours) program and complete the required competencies. Returning students entering their senior year may be given a higher priority to a seat in a career and technical education program based upon their ability to participate in the program and meet their identified career objective.

A student receives 10 points if he/she is able to complete the program and required competencies within a two year or three year track.

-or-

A student receives 10 points if he/she is only able to participate in the program for one year and still complete his/her career objective.

- 3. Attendance: In respect to the required hours of participation and competencies necessary to achieve completer status in certain programs, a student's attendance record may be considered in the placement process. All absences and their reasons are considered when reviewing an application for these programs. Lengthy illnesses, in excess of three days and documented by a physician's excuse are not included in the applicant's attendance record review.
- 4. Academic Performance: In respect to academic performance, all students should be in good academic standing. All core subjects should be passed, and students should not be in conflict due to state required remediation classes. All academic records will be reviewed and instructors can discuss individual cases with the students' counselor and/or other teachers to discuss current academic standing.

All applicants are ranked. The highest-ranking applicants are selected until all vacancies are filled. If vacancies remain for a program, applicants for a second-choice program are ranked and selected. Students who are not selected for their first or second choice receive a list from the guidance office of programs that still have vacancies. Whenever a selected student cannot fulfill his/her obligation to enroll in a career and technical education program, the highest-ranking applicant on the waiting list is selected.

Students who relocate to the Williamsport Area School District after the course selection process has occurred are given equal consideration provided there are seats available in the career and technical education programs.

Students from sending districts, South Williamsport and Loyalsock, will also participate in the application process. All students will be considered equally, and when questions arise about seat availability the criteria will be evaluated first and then further discussions with the respective building principals will occur.

Statement of Equality

The Williamsport Area School District prohibits any and all forms of discrimination and harassment based on disability. Any student who believes he or she has been subjected to discrimination or harassment based on disability is encouraged to report the incident to Williamsport High School building principals at 570-323-8411. The district is committed to promptly investigating any alleged acts of discrimination or harassment based on disability. Students or staff found to have engaged in acts of discrimination or harassment based on disability will be promptly disciplined, which may include suspension or expulsion for students and suspension or termination for employees.

Student Appeals Process

The Williamsport Area High School Career and Technical Center shall attempt to place students in their first or second choice of career technical education programming. Programs currently offered include: Accounting, Automotive Technology, Biotechnology, Commercial Art, Computer Information Technology, Construction Trades, Culinary Arts, Early Childhood Education, Electromechanical Technology, Health Professions, Homeland Security, Precision Machining, Welding, and Workforce Education. If a student or the parent/guardian believes the student was not placed appropriately, he/she may appeal the decision to the Director of Career and Technical Education.

CONTRACT FOR "TRANSPORT" NURSING SERVICES PERTAINING TO

This AGREEMENT is made and entered into this 1st day of July 2020, by **BAYADA Home Health Care, Inc.**, with a service office located at 209 E. 3rd Street, Williamsport, PA 17701 (hereinafter referred to as **BAYADA**) and **South Williamsport Area School District**, located at 515 W. Central Avenue, South Williamsport, PA 17701 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing nursing services and **SCHOOL** has identified a need for in-school nursing care of its student, (hereinafter referred to as **STUDENT**).

WHEREAS, it is the desire of both parties to make provision for daily nursing care for **STUDENT**, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. <u>Qualifications of Personnel</u>. The Nurse supplied by **BAYADA** will be a RN/LPN who will hold a current license, registration or certification to practice in the State of Pennsylvania, and will provide services pursuant to the applicable state laws.
- B. <u>Personnel Records Inspection</u>. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT** on the bus. The contents of such file may include:
 - 1. Verification of current licensure or certification as applicable; and
 - 2. Completed application for employment or resume; and
 - 3. Verified references; and
 - 4. Evidence of annual performance evaluation; and
 - 5. A criminal record check, conducted upon hire, if required by state law; and
 - 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. <u>Service</u>. BAYADA will provide an RN or LPN to care for STUDENT each day that said student rides to and from school on the bus, to include any setting where STUDENT is receiving educational services during SCHOOL hours. Nursing services will be provided subject to the availability of a qualified nurse. Upon execution of this Agreement, SCHOOL will provide BAYADA with a schedule of the school calendar including all scheduled days off.
 - 1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
 - a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.
 - b. Will conduct supervision to monitor employees and confirm the efficacy of the Plan of Care.

- c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
- d. Be ultimately responsible for the overall coordination, supervision and evaluation of the services provided to **STUDENT** under this Agreement.
- D. Place of Performance. BAYADA will provide services primarily on the school bus.

E. Insurance.

- 1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.
- 2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
- F. <u>Indemnification</u>. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.
- G. <u>Payment of Personnel</u>. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.
- H. <u>Policies and Procedures</u>. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

II. RESPONSIBILITIES OF SCHOOL

A. <u>Payment for Services</u>. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

- SCHOOL shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of SCHOOL acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
- 2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- C. <u>Indemnification</u>. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.
- D. <u>Employment Status</u>. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement

and for one (1) year following its termination or expiration. SCHOOL recognizes the recruiting, training and retention expenses that BAYADA encounters as an employer and acknowledges that BAYADA is not a placement or referral service. Should SCHOOL desire to hire one of BAYADA's employees, SCHOOL agrees to provide BAYADA with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee shall apply to any BAYADA employee SCHOOL wishes to hire.

E. Compliance Program. BAYADA values honesty and confidentiality in all business interactions. In order to assure adherence to these values, BAYADA maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving BAYADA's employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$50.00/hour for RN/LPN services provided under this Agreement.
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.
- C. SCHOOL agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. BAYADA reserves the right to pursue any collection remedies in an attempt to resolve a delinquent account. SCHOOL agrees to reimburse BAYADA for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on <u>August 27, 2020</u> and will remain in effect through <u>August 30, 2021</u>. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
 - Dissolution or bankruptcy of either BAYADA or SCHOOL.
 - Failure of either BAYADA or SCHOOL to maintain the insurance coverages required hereunder.
 - 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. <u>Governing Law</u>. This Agreement will be construed and governed in all respects according to the laws of the State of Pennsylvania.
- B. <u>Relationship to Parties</u>. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. <u>Modification of Terms</u>. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. <u>Notices</u>. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. <u>Confidentiality</u>. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for SCHOOL and BAYADA are to be kept confidential by SCHOOL and BAYADA and not disclosed to any other party or used in part or whole without the permission of SCHOOL and/or BAYADA.
- G. Entire Agreement. This writing evidences the entire Agreement between BAYADA and SCHOOL; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date:	Date:
Carolyn Kozerski	Signing with authority for
Division Director	,
Signing with authority for BAYADA Home Health Care. Inc.	South Williamsport Area School District

CONTRACT FOR "IN SCHOOL" NURSING & AIDE SERVICES

This AGREEMENT is made and entered into this 1st day of July 2020, by **BAYADA Home Health Care, Inc.**, with a service office located at 209 E. 3rd Street, Williamsport, PA 17701 (hereinafter referred to as **BAYADA**) and **South Williamsport Area School District**, located at 515 W. Central Avenue, South Williamsport, PA 17701 (hereinafter referred to as **SCHOOL**).

BAYADA is a home health care agency, engaged in the business of providing nursing and aide services and **SCHOOL** has identified a need for in-school nursing and aide services for its students (hereinafter referred to as **STUDENTS**).

WHEREAS, it is the desire of both parties to make provision for onsite daily nursing and aide care for its **STUDENTS**, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The employee supplied by **BAYADA** will be a Registered Nurse (RN), Licensed Practical Nurse (LPN), and/or Home Health Aide (HHA) who will hold a current license, registration, or certification to practice in the State of Pennsylvania, and will provide services pursuant to the applicable state laws.
- B. <u>Personnel Records Inspection</u>. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its employees who are caring for **STUDENTS**. The contents of such file may include:
 - 1. Verification of current licensure or certification as applicable; and
 - 2. Completed application for employment or resume; and
 - 3. Verified references; and
 - 4. Evidence of annual performance evaluation; and
 - 5. A criminal record check, conducted upon hire, if required by state law; and
 - 6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
- C. <u>Service</u>. BAYADA will provide those STUDENTS requiring one-on-one nursing/aide services with an RN, LPN, or HHA each day that they attend SCHOOL. Services will be provided subject to the availability of qualified nurse/aide. The services to be provided may include escorting STUDENTS to/from SCHOOL on the bus and providing care to STUDENTS during the school day, to include any setting where STUDENT is receiving educational services during SCHOOL hours. Prior to providing any services, SCHOOL will provide BAYADA with the names of those STUDENTS requiring services, along with any accompanying doctors' orders, IEP materials, etc. Any student may be added or removed from receiving services under this Agreement, at any time, without needing to amend the terms of this Agreement.

BAYADA will also provide an RN to **SCHOOL** on a substitute basis. The RN will provide basic nursing services to **SCHOOL**'s students currently attending schools located within **SCHOOL**'s district.

SCHOOL acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse/aide. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.

- 1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
 - a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.
 - b. Will conduct supervision to monitor employees and confirm the efficacy of the Plan of Care.
 - c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT**.
 - d. Be ultimately responsible for the overall coordination, supervision and evaluation of the services provided to **STUDENT** under this Agreement.
- D. <u>Place of Performance</u>. **BAYADA** will provide services primarily at schools located within **SCHOOL**'s district or other specified location where **STUDENTS** will be during the school day. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse/aide.

E. Insurance.

- BAYADA will maintain general liability and professional liability coverage for any negligent acts or omissions of BAYADA employees, which may give rise to liability under this Agreement.
- 2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
- F. <u>Indemnification</u>. **BAYADA** agrees to indemnify and hold harmless **SCHOOL** from all bodily injury and/or property damage claims arising out of the sole negligence of **BAYADA**, acting through its directors, agents, and employees.
- G. <u>Payment of Personnel</u>. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.
- H. <u>Policies and Procedures</u>. **BAYADA** will follow the **SCHOOL**'s policies and procedures while providing care in the **SCHOOL** setting.

II. RESPONSIBILITIES OF SCHOOL

A. <u>Payment for Services</u>. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

- SCHOOL shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of SCHOOL acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
- 2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- C. <u>Indemnification</u>. **SCHOOL** agrees to indemnify and hold harmless **BAYADA** from all bodily injury and/or property damage claims arising from any act or omission of **SCHOOL**, acting through its directors, agents, employees or other personnel.
- D. <u>Employment Status</u>. **SCHOOL** shall not, at any time during the term of this Agreement, or for a period of one (1) year immediately following the expiration or termination of this Agreement, without prior written consent of **BAYADA** directly or indirectly solicit or hire any of **BAYADA**'s employees or clients in connection with the provision of home care or staffing services.
 - **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$5,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- E. <u>Compliance Program.</u> BAYADA values honesty and confidentiality in all business interactions. In order to assure adherence to these values, BAYADA maintains a corporate compliance program, designed to detect and prevent illegal and unethical activities, including breaches of confidentiality. SCHOOL agrees to abide by this program, and understands its obligation to report questionable activities involving BAYADA's employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at the following rates:
 - \$50.00/hour for RN substitute services
 - \$50.00/hour (per student) for RN one-on-one services
 - \$50.00/hour (per student) for LPN one-on-one services
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.
- C. SCHOOL agrees to pay submitted bills within thirty (30) days of receipt. Any bill not paid within the thirty (30) day period will be considered delinquent. BAYADA may charge interest, at a rate of 11/4% each month (15% per year) on all delinquent accounts. BAYADA will also pursue collection remedies in an attempt to resolve a delinquent account.

SCHOOL agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on <u>August 27, 2020</u> and will remain in effect through <u>August 30, 2021</u>. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
 - 1. Dissolution or bankruptcy of either BAYADA or SCHOOL.
 - Failure of either BAYADA or SCHOOL to maintain the insurance coverages required hereunder.
 - 3. Breach by BAYADA or SCHOOL of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

- A. <u>Governing Law</u>. This Agreement will be construed and governed in all respects according to the laws of the State of Pennsylvania.
- B. <u>Relationship to Parties</u>. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. <u>Modification of Terms</u>. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. <u>Notices</u>. Any Notice given in connection with this Agreement will be given in writing and will be delivered either by hand or by certified mail, return receipt requested, to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. <u>Confidentiality</u>. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. <u>Entire Agreement</u>. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein.

Any documents referenced herein and/or attached to this Agreement (i.e. Addendum and Rider) are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date:	Date:
Carolyn Kozerski	
Division Director	
Signing with authority for	Signing with authority for
BAYADA Home Health Care, Inc.	South Williamsport Area School District