

**MONTOURSVILLE AREA SCHOOL DISTRICT
BOARD MEETING
TUESDAY, JULY 12, 2022
7:00 P.M.
MONTOURSVILLE AREA SCHOOL DISTRICT**

AGENDA

- I.** Roll Call to Order
 - A.** Salute to the Flag
 - B.** Recognitions and Presentations
 - C.** Student Representative Presentation
- II.** Reading of the Minutes; Approval
- III.** Prior Presentation Period (5 minutes/person)
- IV.** Public Comment on Agenda Items (3 minutes/person). Residents and Tax Payers may comment on matters of concern, official action, or deliberating before the board. Members of the Public will be provided one unpaused three-minute time frame
- V.** Business Manager's Report
 - A.** General Fund and Cafeteria Treasurer's Report
 - B.** Budgetary Transfers
 - C.** Presentation of Bills (Roll Call)
 - D.** Business
- VI.** Superintendent's Report
- VII.** Agenda Items
- VIII.** Other Reports
 - A.** Committee Reports
 - 1.** PSBA
 - 2.** Policy Committee
 - 3.** IU Representative
 - 4.** LCTC Representative
 - 5.** Memorial Gardens
 - 6.** Budget
 - 7.** Building and Grounds
 - 8.** Montoursville Foundation
 - 9.** Extra-Curricular
- IX.** Public Comment (3 minutes/person). Residents and Tax Payers may comment on matters of concern official action, or deliberating before the board. Members of the Public will be provided one unpaused three-minute time frame.
- X.** Adjournment

**Montoursville Area School District
School Board Agenda
July 12, 2022
7:00 PM
Montoursville Area High School**

General:

- G-1 Approval for an agreement between Montoursville Area School District and BLaST IU#17 for Website Hosting. (Attachment)
- G-2 Approval of the Montoursville Area School District Health and Safety Plan. (Attachment)
- G-3 Approval of an agreement between Montoursville Area School District and Lycoming-Clinton Joinder Board for Student Assistant Program Services, for the 2022-2023 school year. (Attachment)

Personnel:

- P-1 Approval of the following resignations from members of the support staff:

Employee	Position	Effective
Brenda Lewis	Cafeteria	June 9, 2022
Lauren Ginter	Health Care Aide	June 15, 2022

- P-2 Approval of the following addition to the support staff effective for the 2022-2023 school year:

Employee	Position	Rate of Pay/hours	Replacement for:
Angelina Santalucia	Paraprofessional	\$12.75/5.5 hours per day	New IU position

Transportation:

- T-1 Approval of Promiseland Busing rates in the amounts of \$355.26 and \$122.60 for June 2022. (Attachment)
- T-2 Approval of the following Transportation Contract for July 1, 2022 to June 30, 2027. (Attachment)

Policies:

- PY-1 Approval of the first readings of the following policies: (Attachment)

Policy 122.1 Participation in Extracurricular Activities and School-Sponsored Events
Policy 123.1 Ineligibility Based on Use of Controlled Substances or Criminal Activity

ATTACHMENTS

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



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

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

BLaST Intermediate Unit 17 Website Hosting Agreement

The background of this Agreement is as follows:

- I. **BLaST Intermediate Unit** (Intermediate Unit 17, referred to throughout this Agreement as "BLaST"), is an intermediate unit established by and existing under Chapter 11 of the Public School Code of 1949, as amended, 24 P. S. §9-951 et seq., with its principle place of business at 33 Springbrook Drive, Township of Canton, Bradford County, Pennsylvania 17724.
- II. **Montoursville Area School District** referred to throughout this Agreement as "Purchaser"), is a school district, with its principle place of business at 50 N. Arch Street, Montoursville, PA 17754.
- III. **BLaST Technology Group** provides various technology services to numerous entities, primarily public school districts.
- IV. **Purchaser** desires to retain **BLaST** to provide certain technology services.

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

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

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

6. **Additional Services.** BLaST shall not be obligated to provide to Purchaser any additional services unless otherwise set forth in a writing signed by both parties.

7. **Ownership.** All programs, systems, and special form designs, which may be made available by BLaST to Purchaser as a part of the services provided under this Agreement, shall remain the property of BLaST unless otherwise set forth on Exhibit 1 or in some other writing signed by both parties.
8. **Entire Written Agreement.** BLaST HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, CONCERNING THE TECHNOLOGY SERVICES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.
9. **Entire Agreement.** This document represents the entire Agreement between BLaST and Purchaser and all prior conversations, agreements, or representations related to this Agreement are deemed to have been integrated into it.
10. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, and agents from and against all claims, actions damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorneys' fees) suffered by the indemnified party arising from or in connection with any breach of this agreement, or any negligent or wrongful acts or omissions in connection with this agreement, by the indemnifying party or by its employees, directors, officers, sub contractors, or agents. The Parties indemnification obligation shall survive the expiration or termination of the agreement. Each party shall hold the other harmless from any liability, including court costs and expenses of litigation, by reason of claims arising out of the use or misuse of the software and hardware products used to provide the technology services, which are subject of this Agreement. Each party waives its right of subrogation against the other with respect to any claim in any way arising out of, or related to, the subject of this Agreement.
11. **Alteration of Agreement.** No alterations of this Agreement shall be binding on either party unless they are in writing signed by both parties.
12. **Severability.** If any clause of this Agreement is declared invalid or unenforceable for any reason, its invalidity shall not affect any other clause or provision the interpretation of which is not affected by the invalid provision.
13. **Notices.** All notices required by this Agreement shall be delivered by certified mail to the parties at the addresses in paragraphs I and II of the background of this Agreement.
14. **Governing Law.** This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.
15. **Survival of Agreement.** This Agreement shall be binding on the successors and assigns of both parties.
16. **Captions.** The underscored captions appearing at the beginning of each section of this Agreement are for reference and convenience only and shall be totally disregarded whenever an interruption of this Agreement is required.
17. **Nondisclosure:** Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or

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

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

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

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

Jon Paulhamus
Director of Technology

Dr. Christina Steinbacher-Reed
Executive Director

SIGNATURE

SIGNATURE

DATE

DATE

WITNESS:

Montoursville Area School District:

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE

DATE

Website Hosting Services

EXHIBIT – 1

Specification for Website Hosting Services to be provided: 2022 - 2023 Fiscal Year.

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

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

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

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

Expansion as follows:

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

Effective date: July 1, 2022

Completion date: June 30, 2023

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



pennsylvania
DEPARTMENT OF EDUCATION

ARP ESSER Health and Safety Plan Guidance & Template

Section 2001(i)(1) of the American Rescue Plan (ARP) Act requires each local education agency (LEA) that receives funding under the ARP Elementary and Secondary School Emergency Relief (ESSER) Fund to develop and make publicly available on the LEA's website a *Safe Return to In-Person Instruction and Continuity of Services Plan*, hereinafter referred to as a *Health and Safety Plan*.

Based on ARP requirements, 90 percent of ARP ESSER funds will be distributed to school districts and charter schools based on their relative share of Title I-A funding in FY 2020-2021. **Given Federally required timelines, LEAs eligible to apply for and receive this portion of the ARP ESSER funding must submit a Health and Safety Plan that meets ARP Act requirements to the Pennsylvania Department of Education (PDE) by Friday, July 30, 2021, regardless of when the LEA submits its ARP ESSER application.**

Each LEA must create a Health and Safety Plan that addresses how it will maintain the health and safety of students, educators, and other staff, and which will serve as local guidelines for all instructional and non-instructional school activities during the period of the LEA's ARP ESSER grant. The Health and Safety Plan should be tailored to the unique needs of each LEA and its schools and must take into account public comment related to the development of, and subsequent revisions to, the Health and Safety Plan.

The ARP Act and U.S. Department of Education rules require Health and Safety plans include the following components:

1. How the LEA will, to the greatest extent practicable, implement prevention and mitigation policies in line with the most up-to-date guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning;
2. How the LEA will ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services;
3. How the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC:

- a. Universal and correct wearing of masks;
- b. Modifying facilities to allow for physical distancing (e.g., use of cohorts/podding);
- c. Handwashing and respiratory etiquette;
- d. Cleaning and maintaining healthy facilities, including improving ventilation;
- e. Contact tracing in combination with isolation and quarantine, in collaboration with State and local health departments;
- f. Diagnostic and screening testing;
- g. Efforts to provide COVID-19 vaccinations to school communities;
- h. Appropriate accommodations for children with disabilities with respect to health and safety policies; and
- i. Coordination with state and local health officials.

The LEA's Health and Safety Plan must be approved by its governing body and posted on the LEA's publicly available website by July 30, 2021.* The ARP Act requires LEAs to post their Health and Safety Plans online in a language that parents/caregivers can understand, or, if it is not practicable to provide written translations to an individual with limited English proficiency, be orally translated. The plan also must be provided in an alternative format accessible, upon request, by a parent who is an individual with a disability as defined by the Americans with Disabilities Act.

Each LEA will upload in the eGrants system its updated Health and Safety Plan and webpage URL where the plan is located on the LEA's publicly available website.

The ARP Act requires LEAs to review their Health and Safety Plans at least every six months during the period of the LEA's ARP ESSER grant. LEAs also must review and update their plans whenever there are significant changes to the CDC recommendations for K-12 schools. Like the development of the plan, all revisions must be informed by community input and reviewed and approved by the governing body prior to posting on the LEA's publicly available website.

LEAs may use the template to revise their current Health and Safety Plans to meet ARP requirements and ensure all stakeholders are fully informed of the LEA's plan to safely resume instructional and non-instructional school activities, including in-person learning, for the current school year. An LEA may use a different plan template or format provided it includes all the elements required by the ARP Act, as listed above.

* The July 30 deadline applies only to school districts and charter schools that received federal Title I-A funds in FY 2020-2021 and intend to apply for and receive ARP ESSER funding.

Additional Resources

LEAs are advised to review the following resources when developing their Health and Safety Plans:

- [CDC K-12 School Operational Strategy](#)
- [PDE Resources for School Communities During COVID-19](#)
- [PDE Roadmap for Education Leaders](#)
- [PDE Accelerated Learning Through an Integrated System of Support](#)
- [PA Department of Health - COVID-19 in Pennsylvania](#)

Health and Safety Plan Summary: Montoursville Area School District

Initial Effective Date: July 19, 2021

Date of Last Review: January, 2022

Date of Last Revision: July 12, 2022

1. How will the LEA, to the greatest extent practicable, support prevention and mitigation policies in line with the most up-to-date guidance from the CDC for the reopening and operation of school facilities in order to continuously and safely open and operate schools for in-person learning?

The district has and will continue to review any recommendations and follow any laws or mandates we receive from the Pennsylvania Department of Education or Pennsylvania Department of Health as well as consider the unique needs of our community and district.

2. How will the LEA ensure continuity of services, including but not limited to services to address the students' academic needs, and students' and staff members' social, emotional, mental health, and other needs, which may include student health and food services?

The district will continue to operate in a fully functioning in-person setting for every approved school day. We will also continue to offer a virtual option for families who would feel more comfortable in an online environment. We will have full student access and will operate all of our normal programs, supports and services.

3. Use the table below to explain how the LEA will maintain the health and safety of students, educators, and other staff and the extent to which it has adopted policies, and a description of any such policy on each of the following safety recommendations established by the CDC.

ARP ESSER Requirement	Strategies, Policies, and Procedures
a. Universal and correct wearing of <u>masks</u> ;	<p>After considering the unique needs of our district and taking public input, the School Board voted on May 24, 2021 that we will maintain mask optional status for the 2022-2023 school year.</p> <p>Incidental masking will be dependent upon quarantine protocol as directed by CDC.</p>

ARP/ESSER Requirement	Strategies, Policies, and Procedures
b. Modifying facilities to allow for <u>physical distancing</u> (e.g., use of cohorts/podding);	To the greatest extent possible the district will try to maintain physical distancing.
c. <u>Handwashing and respiratory etiquette</u> ;	The district will continue to promote healthy hygiene practices and illness prevention strategies.
d. <u>Cleaning</u> and maintaining healthy facilities, including improving <u>ventilation</u> ;	The district will continue its rigorous schedule of cleaning and sanitation, routine replacement of air filters and ventilation management.
e. <u>Contact tracing</u> in combination with <u>isolation</u> and <u>quarantine</u> , in collaboration with the State and local health departments;	The district will continue to follow the Pennsylvania Department of Health contact tracing requirements and optional exceptions will be allowed as deemed by CDC and/or PA DOH.
f. <u>Diagnostic</u> and screening testing;	Parents will continue to do health screenings prior to school and will keep sick children at home. We will allow optional/voluntary testing can take place at specific points at each school building within specific times when proctored by parents within the sight of district nursing staff or district administration. Parents will provide consent that district officials have the right to the test results that have taken place on site as well as results from medical professionals.
g. Efforts to provide <u>vaccinations to school communities</u> ;	The district will share with any interested persons such facilities that offer testing and screening.
h. Appropriate accommodations for students with disabilities with respect to health and safety policies; and	Students with disabilities will follow their IEP or 504 Plan to accommodate their specific needs.
i. Coordination with state and local health officials.	The district will follow the laws and review any recommendations made by the Pennsylvania Department of Education and the Pennsylvania Department of Health.

Health and Safety Plan Governing Body Affirmation Statement

The Board of Directors/Trustees for the Montoursville Area School District reviewed and approved the Health and Safety Plan on July 12, 2022.

The plan was approved by a vote of:

_____ **Yes**

_____ **No**

Affirmed on: July 12, 2022.

By:

(Signature of Board President)*

(Print Name of Board President)

*Electronic signatures on this document are acceptable using one of the two methods detailed below.

Option A: The use of actual signatures is encouraged whenever possible. This method requires that the document be printed, signed, scanned, and then submitted.

Option B: If printing and scanning are not possible, add an electronic signature using the resident Microsoft Office product signature option, which is free to everyone, no installation or purchase needed.

LETTER OF AGREEMENT STUDENT ASSISTANCE PROGRAM SERVICES

This Letter of Agreement is between the **Lycoming-Clinton Joinder Board (LCJB)**, located at 200 East Street, Sharwell Building, Williamsport, PA, 17701 and the **Montoursville Area School District (District)**, located at 50 North Arch Street, Montoursville, PA, 17754. Both parties agree to cooperate in providing services for the Student Assistance Program.

SECTION A: Provider Agency Responsibilities

The **Lycoming-Clinton Joinder Board (LCJB)** agrees to adhere to all related Federal, State and Local laws pertaining to the delivery of mental health services and any other statutory or regulatory provisions pertaining to the Student Assistance Program (SAP). Additional responsibilities of the SAP liaison provider agency include:

1. The **LCJB** agrees to appoint a representative to attend and participate in the previously established SAP County Coordination Team meetings that will be held periodically throughout the year.
2. The **LCJB** agrees to designate a qualified liaison (bachelor's level minimum) to provide SAP mental health liaison services to the **District** as outlined in Section A of this Letter of Agreement. The SAP liaison will act as an ad hoc member of the building's Student Assistance Program Core Team (hereinafter referred to as the SAP team). The SAP liaison will attend the scheduled core team meetings for the purpose of consultation, recommendations, referrals, case management and follow-up services.
3. The SAP liaison will provide site-based student screenings/assessments for mental health treatment if recommended by the SAP team and parent/guardian permission is secured or arrange for an assessment if recommended by the SAP team and parent/guardian permission is secured. The SAP liaison will secure releases of information from the student/parent/guardian prior to disclosing information to agencies that may be involved in handling a referral.
4. The SAP liaison will provide referral information for identified students. Referral information should include identification of agencies and/or resources that could serve the needs of identified students and their families. The SAP liaison may assist the identified student and/or family in linking up with the appropriate services.
5. The SAP Liaison will provide postvention assistance to core teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e. student death or other tragic event) as needed/requested by the **District**.
6. The SAP liaison will provide technical assistance to core teams regarding best practices for SAP as per State standards and guidelines.
7. The SAP liaison will provide crisis response consultation via phone while not in the building and on site during scheduled times available in the **District**.

8. The SAP liaison will provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning.
9. The SAP liaison will assist with faculty in-service and student orientation within the limits of staff availability.
10. The SAP liaison will provide educational resources to school personnel, students, families, and community as requested and within the limits of staff availability.
11. The SAP liaison will facilitate or participate in core team maintenance.
12. The SAP liaison will consult with schools around strategies for engaging parents in the SAP process.
13. The SAP liaison will provide technical assistance to the **District** for policy development in areas related to his/her field of expertise.

SECTION B: School District Responsibilities

The **Montoursville Area School District (District)** agrees to comply with all related Federal, State, and Local laws pertaining to the delivery of mental health services within school districts, including, but not limited to, the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights. The **District** also agrees to provide a SAP team that complies with the BEC 24 P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of the **District** include:

1. The **District** will appropriate a safe and private space in the school where the SAP liaison can provide services; provide for secure storage of student records, and adhere to SAP confidentiality provisions.
2. The **District** will provide copies of their alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, a schedule of special activities, and any other school policies, which may affect Student Assistance Program services.
3. The **District** will provide family and community education on the Student Assistance Program.
4. The **District** will provide faculty, pupil personnel and student orientation to the Student Assistance Program that includes staff, services, and referral procedures.
5. The **District** will provide release time as established by the core team for referred students. Release time shall coincide with the normal school day and will be designed so that instructional time is not abused.
6. The **District** will contact parents or guardians of identified students in order to explain referral, gather information, and obtain permission to involve students in the Student Assistance Program.

7. The **District** will submit data (on-line reporting) regarding the Student Assistance Program as requested to the Departments of Health, Education, and Human Services.
8. The **District** will appoint a representative from Central Office, along with the Building Administrator(s) or designee(s), to attend and participate in the established SAP County Coordination Team and/or SAP District Council Meetings that will be held within the school year.

SECTION C: Records

Provider Agency (LCJB) and District (Montoursville) agree to the following regarding records:

All records generated by the **District's** Student Assistance Team, with respect to individual students, are records of the **District**; the retention and disclosure of which shall be governed by the policies of the **District** and applicable Federal laws which include:

FERPA (Family Education Rights and Privacy Act of 1974) and HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations should govern procedures regarding any records developed from agency screenings or assessments.

FERPA, amended in 2002 provides parental rights to inspect, review, amend and control disclosure form a child's school record.

HIPAA is a Federal mandate that requires safeguards that protects health information and provides guidelines for disclosing protected information. HIPAA is designed to regulate the exchange of confidential and sensitive information. It requires providers of health care services, including behavioral health providers to keep information secure and available only to authorized personnel by defining standards and methods that will safeguard information

Protection of Pupil Rights Law (HATCH Amendment 2002) (BEC 20 USC 1232h) which states that "...No student shall be required, as part of any program, to submit to a survey, analysis, or evaluation that reveals information concerning: ... Mental and/or psychological problems... without the consent of the parent."

When a student has been referred to a liaison designated by the **LCJB** for screening/or assessment, the records generated become the property of the **LCJB** and are regulated by the applicable Mental Health laws (PA Code Title 55) which requires parental consent for release of information when the child is under the age of 14; for Drug and Alcohol (42 CFR Part 2, Chapter 1) which states that it is the minor patient (student) of a Drug and Alcohol facility or program that controls the release of records and that the minor can receive Drug and Alcohol treatment without the consent of his or her parents.

SECTION D: Conflict Resolution Process

Should there be a conflict between the Core Team and services provided by **LCJB**; the conflict resolution process should work through the levels as follows:

- Step 1. Members of the Core Team and **LCJB** SAP Liaison meet to discuss conflict.

- Step 2. School Building Administrator, County Mental Health Administrator meet.
- Step 3. Chief School Administrator/Superintendent, Office of Mental Health Community Program Manager and Pennsylvania Network for Student Assistance Services' Regional Coordinator meet.
- Step 4. Commonwealth SAP Interagency Committee meets.

Note: The personnel indicated at each step do not preclude the inclusion of other individuals involved with the Student Assistance Program.

SECTION E: Agreement Terms

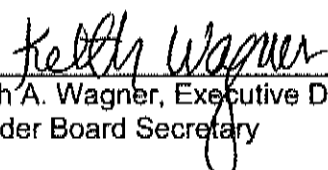
As a result of this agreement, SAP liaisons, are school officials and thus have a legitimate educational interest in participating as full members of the SAP Team.

Effective dates of this agreement are July 1, 2022 through June 30, 2023 and continued from year to year unless either party requests to amend or terminate the Agreement. Should either party choose to be released from this agreement, written notification must be made within thirty (30) days of termination to all parties whose signatures appear on this document. This agreement can be amended by mutual agreement of both parties.

MONTOURSVILLE AREA SCHOOL DISTRICT

LYCOMING-CLINTON JOINDER BOARD

Christina Bason, Superintendent



Keith A. Wagner, Executive Director
Joinder Board Secretary

Date: _____

Date: 6/24/2022

PROMISED LAND BUSING
2021-2022 SCHOOL YEAR

DAILY RATES

BUS	SEPT (1)	SEPT (2)	OCT (1)	OCT (2)	NOV (1)	NOV (2)	DEC (1)	DEC (2)	JAN (1)	JAN (2)	FEB (1)	FEB (2)	MARCH (1)	MARCH (2)	APRIL (1)	APRIL (2)	MAY (1)	MAY (2)	JUNE (1)	JUNE (2)
20	\$ 547.89	\$ 512.15	\$ 443.75	\$ 451.73	\$ 416.03	\$ 419.98	\$ 409.98	\$ 403.79	\$ 394.01	\$ 406.20	\$ 380.88	\$ 429.52	\$ 469.93	\$ 464.85	\$ 473.08	\$ 279.83	\$ 291.75	\$ 371.82	\$ 376.27	\$ 335.12
21	\$ 361.49	\$ 283.89	\$ 312.61	\$ 219.44	\$ 210.89	\$ 271.38	\$ 388.52	\$ 397.59	\$ 214.68	\$ 304.97	\$ 306.86	\$ 721.62	\$ 241.59	\$ 317.50	\$ 583.75	\$ 190.71	\$ 302.97	\$ 365.97	\$ 177.34	-
22	\$ 333.71	\$ 335.94	\$ 326.42	\$ 303.21	\$ 333.87	\$ 315.79	\$ 297.21	\$ 311.72	\$ 344.48	\$ 332.21	\$ 329.22	\$ 327.40	\$ 327.09	\$ 328.56	\$ 329.89	\$ 234.35	\$ 268.73	\$ 261.09	\$ 261.75	\$ 225.86
23	\$ 315.60	\$ 291.66	\$ 235.07	\$ 217.46	\$ 270.69	\$ 267.15	\$ 297.22	\$ 328.80	\$ 219.21	\$ 276.92	\$ 252.17	\$ 292.78	\$ 198.74	\$ 225.03	\$ 303.18	\$ 142.37	\$ 165.77	\$ 250.45	\$ 186.98	\$ 242.70
24	\$ 349.33	\$ 423.89	\$ 346.13	\$ 329.14	\$ 329.51	\$ 382.51	\$ 369.62	\$ 478.49	\$ 433.29	\$ 433.89	\$ 407.10	\$ 472.07	\$ 536.54	\$ 504.85	\$ 506.45	\$ 416.86	\$ 429.45	\$ 424.35	\$ 265.38	\$ 310.32
25	\$ 387.92	\$ 405.51	\$ 390.05	\$ 403.81	\$ 388.27	\$ 372.38	\$ 392.71	\$ 403.67	\$ 393.70	\$ 381.32	\$ 391.71	\$ 333.95	\$ 562.27	\$ 570.31	\$ 522.04	\$ 469.83	\$ 461.49	\$ 397.82	\$ 420.70	\$ 368.20
26	\$ 179.96	\$ 320.55	\$ 309.61	\$ 285.26	\$ 285.97	\$ 305.84	\$ 147.94	\$ 246.76	\$ 256.49	\$ 209.83	\$ 151.59	\$ 386.31	\$ 193.44	\$ 257.59	\$ 469.01	\$ 267.81	\$ 306.37	\$ 281.49	\$ 307.87	\$ 307.38
28	\$ 197.99	\$ 320.55	\$ 309.61	\$ 285.26	\$ 285.97	\$ 305.84	\$ 147.94	\$ 246.76	\$ 256.49	\$ 209.83	\$ 151.59	\$ 386.31	\$ 193.44	\$ 257.59	\$ 469.01	\$ 267.81	\$ 306.37	\$ 281.49	\$ 307.87	\$ 307.38
TOTAL DAILY RATE	\$2,493.93	\$2,712.55	\$1,366.64	\$2,303.72	\$2,224.06	\$2,365.03	\$2,303.20	\$2,638.82	\$2,235.86	\$2,346.34	\$2,787.92	\$3,023.65	\$2,936.20	\$3,048.41	\$3,363.46	\$2,692.31	\$2,571.36	\$2,676.26	\$2,320.53	\$2,220.07

MONTOURSVILLE AREA SCHOOL DISTRICT
AGREEMENT FOR THE TRANSPORTATION OF SCHOOL PUPILS

THIS AGREEMENT entered into this 1st day of July, 2022 by and between the **MONTOURSVILLE AREA SCHOOL DISTRICT OF LYCOMING COUNTY**, (the "**DISTRICT**") AND **Promiseland Busing Inc.** of **3050 Reeder Road, Montoursville, PA 17754** (the "**CONTRACTOR**").

The District and the Contractor are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the District has approved the Contractor to provide pupil transportation services for a five (5) year term; and

WHEREAS, Contractor agrees to provide such transportation services hereinafter described; and

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

SECTION 1: TERM

1.1 The term of this agreement shall commence on July 1, 2022 and shall continue through June 30, 2027. For purposes of this agreement, the term "contract year" shall mean each one-year period commencing on July 1 during the term of this agreement.

SECTION 2: SCOPE OF SERVICES REQUIRED

2.1 For the consideration hereinafter described, Contractor agrees to provide transportation of District students who shall be designated by the District ("Passengers"), to and from such points, along and over such routes, and at the times set forth in the schedule to be provided before each school year and as student needs change.

2.2 Contractor shall maintain all vehicles furnished by the Contractor in performance of this agreement ("Vehicle" or "Vehicles") in good mechanical and sanitary condition and shall meet industry standards.

2.3 Contractor shall supply Vehicles and personnel in quantity and capacity as are required to fulfill the District's needs for transportation services.

2.4 Contractor will, in the performance of the terms of this agreement, abide by all of the laws of the Commonwealth of Pennsylvania, rules of any regulatory or administrative body of the Commonwealth of Pennsylvania having jurisdiction as well as all of the policies, rules, regulations and administrative directives pertaining to the transportation of District students that the District shall, from time to time, promulgate. In the event of any change of such laws, rules, regulations, policies or administrative directives, Contractor agrees that it will immediately and prior to the furnishing of any transportation hereunder, comply with the same.

SECTION 3 COMPENSATION

3.1 The District shall pay the Contractor a daily sum, to be calculated bi-weekly based on mileage, for each day Contractor transports Passengers under this agreement. New rates will be calculated bi-weekly based off mileage submitted by Contractor and to be agreed upon by both Parties. Compensation is based on the State Transportation Reimbursement Formula. Mileage shall be determined bi-weekly based on Passenger need. A copy of the State Transportation Reimbursement Formula is attached hereto as Exhibit "A". The District, in determining "utilized passenger capacity", will use the actual capacity of each Vehicle. The District shall pay an increase over state formula of 6% (106% of state formula) in the first and second contract year, 7% (107% of state formula) in the third and fourth contract year, and 8% (108% of state formula) in the fifth contract year.

3.2 Should the District operate for less than a full school year, the Contractor shall be guaranteed compensation for at least 175 days.

3.3 In the event of a closure or remote learning due to an epidemic or pandemic (including the COVID-19 pandemic), the District shall pay the Contractor 50% of the daily rate for the days that are affected that contract year.

3.4 The District shall pay the Contractor at an hourly rate of \$15.00 for any vehicle that requires an Aide for the supervision of students. The District will only pay this compensation when an aide is present.

SECTION 4 OPERATION

4.1 Passengers shall be allowed to enter or exit Vehicles only at stops designated by the District and at the extreme right of any roadway. No Passengers shall be permitted to get on or off Vehicles while they are in motion. No Vehicle operator ("Driver") shall start the Vehicle or signal the driver of any other vehicle, who was stopped in compliance with the provisions of section 3208 of the school laws of Pennsylvania. No Vehicles shall proceed from a stopped position until each exiting Passenger has reached a place of safety.

4.2 No person other than a Passenger shall be transported in a Vehicle except that a teacher or other school official may ride when designated by the Superintendent or designee. No other person or thing, except Passengers and their belongings, shall be transported in a Vehicle while it is engaged in transporting Passengers to and from District property.

4.3 Vehicles shall come to a complete stop immediately before traversing railway or trolley grade crossings and shall make a complete stop at all highway intersections protected by a "stop" sign.

4.4 Vehicles, including Type A Vehicles, shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker." All other public conveyances when transporting Passengers under contract shall provide adequate seating for each student with no standing students permitted.

4.5 The speed of a Vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the Vehicle Code.

SECTION 5: PERSONNEL

5.1 Contractor shall employ a sufficient number of qualified Drivers and support personnel to assure District of continuous, reliable, safe, and on time service.

5.2 Contractor shall take reasonable steps to prevent its Drivers, employees, agents or subcontractors from exposing any Passenger to impropriety of word or conduct. Contractor shall not permit Driver or support personnel to smoke on Vehicles, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating a Vehicle. Contractor shall review with its employees providing such services under this Agreement applicable policies of the District prohibiting improper and unlawful conduct, including by way of example and not limitation, unlawful discrimination, harassment and intimidation, child abuse, and drug and alcohol infractions. Copies of the District's applicable policies are posted on the District's website and are incorporated into this Agreement as if fully set forth herein.

5.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, the District shall have the right to demand the removal of any Driver or support personnel from service to the District at the District's sole discretion, provided the District makes such request in writing and the action does not violate applicable local, state or federal law, rules or regulations.

5.4 All Drivers must be approved by The District prior to operating a Vehicle and all records and reports described in Paragraph 10.1 shall be submitted to The District prior to any transportation services under this agreement.

5.5 Every Driver shall comply with the regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers shall have passed periodically administered physical examinations required by either the Public Utility Commission, the Interstate Commerce Commission, or the Department of Transportation.

SECTION 6: INSURANCE

6.1 Unless otherwise agreed to in writing, Contractor shall, at its own expense, carry and maintain during the performance of services under this agreement the following insurance in amounts no less than that specified herein:

- a. Commercial General Liability insurance in an amount of not less than [\$1,000,000], per claim and annual aggregate, covering premises and operations, independent contractors, bodily injury (including death), personal injury, property damage including, and without

limitation, all contractual liability for such injury or damage assumed by Contractor under this Agreement. The District shall be named as additional insured as its interest may appear under the Commercial General Liability policy of insurance;

b. Workers' Compensation in accordance with all federal and state statutory requirements and Employer's Liability Insurance in an amount of not less than [\$1,000,000] per accident for bodily injury; and

c. Automobile Liability Insurance with a limit of not less than [\$1,000,000]; Commercial Automobile Liability insurance in an amount of not less than [\$1,000,000] combined single limit covering bodily injury (including death) and property damage for all owned, hired and non-owned Vehicles used by Contractor. The District shall be named as additional insured as its interest may appear under the Automobile Liability policy of insurance.

6.2 The insurance company(ies) issuing the policies for such insurance coverage must have at least an A+ rating from AM Best. Contractor agrees to provide the District with certificates of insurance evidencing the foregoing coverage. Certificates of insurance shall be provided to the

District prior to the commencement of the term described in Paragraph 1.1, within 10 days of any written request by the District, and upon the renewal or amendment to any and all insurance policies described in Paragraphs 6.1.

SECTION 7: ROUTES AND SCHEDULES

7.1 The Superintendent or designee in cooperation with the Contractor shall prepare an operating time schedule. This schedule shall designate the time and place of all stops, both morning and evening. The bus shall not depart from any designated stop before two minutes after the scheduled time unless all pupils to be transported from that point are on board. The time schedule may be modified by the Superintendent or designee as occasion demands but only after due notice has been given to parents and operator.

7.2 Bus routes and bus stops shall be determined by the Superintendent or designee and may be modified by the Superintendent or designee as occasion demands. A Driver shall not deviate from the designated route except by written consent of the Superintendent or designee or, in the case of an emergency, which shall be reported promptly to the Superintendent or designee. When the same Vehicle is serving more than one school, the District shall make every effort to reconcile the school calendars of the schools being served.

7.3 The District and Contractor will consult on a regular basis concerning the transportation requirements of the District. In the event of increases or decreases the number of students requiring transportation, or in routes and schedules, the number buses and the number of spare buses will be adjusted accordingly.

SECTION 8: INDEMNIFICATION

8.1 Contractor agrees to indemnify, hold harmless and defend the District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by (a) Contractor's negligence in the performance of this agreement (b) any acts or omissions of Contractor, its employees, subcontractors, or agents in connection with the services provided hereunder; or (c) any breach of this Agreement by Contractor, its employees, subcontractors, or agents. In the event

of any Claim to which this indemnification/hold harmless/defense applies, The District shall promptly notify Contractor of such claim, provided, however, the failure to give such notice shall not relieve Contractor from its indemnification/hold harmless/defense obligations. This obligation shall survive termination or expiration of this Agreement.

SECTION 9: FORCE MAJEURE

9.1 In the event Contractor is unable to provide the transportation services as specified in this agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this agreement.

SECTION 10: RECORDS AND REPORTS

10.1 Contractor shall provide the District with copies of CDL Licenses, S card certifications, annual physical exam cards, Act 34 criminal record checks, State Police Background Checks, Act 151 Child Abuse Clearances, and Act 114 Federal Criminal History checks (collectively "Reports"), for all Drivers and as applicable, support personnel. All Reports shall be provided to The District before any Driver commences operation of Vehicle transporting school students or before support personnel come in direct contact with the District's students. Additionally, Contractor must immediately inform The District of any criminal conviction or instance occurring subsequent to the initial District approval of each Driver or support personnel that would appear on either a Criminal Background Check or Child Abuse Clearance Check. All Drivers or support personnel must obtain a minimum of three (3) hours of child abuse recognition and reporting training every five years.

10.2 Contractor agrees to furnish in a timely manner, any additional reports as may be required by The District or its designated representatives.

SECTION 11: ASSIGNMENT

11.1 This Agreement shall not be transferred or assigned, without the written consent of The District.

SECTION 12: TERMINATION

12.1 The District may terminate this Agreement for "Cause". Termination for Cause shall mean termination by The District of Contractor due to Contractor's gross negligence, fraud, or any violation of the terms or covenants set forth in this agreement.

12.2 The mutual obligations described in compensation and billing, indemnification shall survive the termination or expiration of the agreement.

SECTION 13: INDEPENDENT CONTRACTOR

13.1 The parties agree that Contractor, and any employees, agents or contractors of Contractor performing under this Agreement shall act in an independent Contractor capacity and not as officers, employees, or agents of the District. Contractor's employees shall at all times be and remain solely the employees of Contractor, and Contractor shall be solely responsible for payment of all of its employees' wages, benefits, and other compensation. Contractor, without any cost or expense to the District, shall faithfully comply with all applicable laws or regulation

involving workers' compensation and unemployment insurance, social security and withholding of income tax from wages, and shall indemnify and hold the District harmless from any expenses or claims of whatsoever nature which may arise from an alleged violation of such applicable laws or regulations.

SECTION 14: WAIVER

14.1 No failure on the part of either party to exercise, and no delay in exercising any right hereunder, shall operate as a waiver of such right, nor shall any single or partial exercise of such right preclude any other further exercise thereof or the exercise of any other right.

SECTION 15: GOVERNING LAW

15.1 Except where preempted by federal law, this Agreement will be enforced, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding any choice of law principles that would cause the law of any other jurisdiction to be applied.

SECTION 16: SEVERABILITY

16.1 In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

SECTION 17: ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between The Parties with respect to this Agreement, and all prior agreements relating to the services described hereunder, express or implied, written or oral, are nullified and superseded hereby.

SECTION 18: AMENDMENTS

18.1 This Agreement may not be modified, amended, assigned, supplemented, or rescinded, nor any provision hereof waived, except by an instrument in writing executed by the a duly authorized representative of The Parties hereto, which, in the case of the District, shall include only the Superintendent.

SECTION 19: COUNTERPARTS

19.1 This Agreement, and any amendment or supplement hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

SECTION 20: FUEL

20.1 Fuel shall be furnished by Contractor. If fuel costs should rise above \$5.00 per gallon, the District shall pay 50% of the amount that exceeds \$5.00 which is used exclusively for transportation of District pupils pursuant to the terms and conditions of this agreement, unless prior approval is requested by the contractor and received.

IN WITNESS WHEREOF, The Parties above named have hereto set their hands and seals the day and year aforesaid.

CONTRACTOR

BY _____
Promiseland Busing Inc.
3050 Reeder Road
Montoursville, PA 17754
Date _____

ATTEST:

MONTOURSVILLE AREA SCHOOL DISTRICT
50 North Arch Street
Montoursville, PA 17754

BY _____

Secretary

BY _____

President



Book	Policy Manual
Section	100 Programs
Title	Copy of Ineligibility for Participation in Extracurricular Activities and School-Sponsored Events
Code	122.1
Status	Review
Legal	1. Pol. 227
Adopted	August 10, 2004
Last Revised	July 12, 2022

Purpose

The Board expects reasonable and responsible behavior from all members of the student body. For students who choose to participate in extracurricular activities or school-sponsored events, the School Board recognizes that coaches or advisers have the right and are expected to establish and enforce their own rules regarding behavior. However, with regard to use of alcohol, unlawful controlled substances ("drugs"), **including anabolic steroids**, and criminal activity, the Board wishes to establish certain minimum standards.

Authority

The Board believes that students who wish to participate in these activities, and who therefore act as role models for other students and representatives of the district in the community, should be expected to refrain from using alcohol, drugs, or engaging in criminal activity. Therefore, students who use alcohol or drugs or are convicted of misdemeanors or felonies during the school extracurricular activity year shall be subject to the conditions stated below.[1]

Definition

For purposes of this policy, an **adjudication of delinquency** by a juvenile court based upon a finding of commission of an act that violates the Pennsylvania Crimes Code shall be considered the equivalent of a conviction.

Guidelines

Any student, who, on the first offense:

1. Is observed or is known to have been drinking/in the possession of alcohol, or using/in the possession of drugs by any school employee or others having the authority i such matters or is convicted of any type of misdemeanor or felony shall be:

a. Ineligible for participation in any event or extracurricular activity on school property outside of the school day for 30 calendar days. This includes, but is not limited to sports, sporting events, dances, prom, walking at graduation, etc. The date of ineligibility shall begin on the latter of:

i. the date of the infraction/conviction.

ii. the date on which the high school administration learns of the infraction/conviction.

2. The student may participate in extracurricular activities outside of the school day if s/he completes the following:

a. The 30-calendar days suspension is completed.

b. The student will undergo a student assistance referral to the MAP team.

c. The student will follow through with the recommendations of the counselor.

d. The student will submit a letter from the drug and alcohol counselor stating that s/he complied with the recommendations of the counselor and has completed any necessary requirements as outlined to the student.

Subsequent violations will result in exclusions from participating in any event or extracurricular activities for the remainder of the school year.

Any student in violation of this policy during a time before the beginning of the school year will begin suspension on the first student day of the school year.

~~Any student who, on the first offense, is observed or is known to have been drinking alcohol or using drugs by any school employee or others having authority in such matters shall be ineligible for participation in any extracurricular activity or school-sponsored event for thirty (30) calendar days. The date of ineligibility shall begin on the latter of:~~

~~1. The date of the infraction.~~

~~2. The date on which the Superintendent learns of the infraction.~~

~~Any student who, on the first offense, is convicted of any type of misdemeanor or felony shall be ineligible for participation in any extracurricular activity or school-sponsored event for thirty (30) calendar days. The date of ineligibility shall begin on the latter of:~~

~~1. The date of the conviction.~~

~~2. The date on which the Superintendent learns of the conviction.~~

~~Any student who commits a second offense involving alcohol, drugs or conviction of misdemeanor or felony shall be ineligible for participation in any extracurricular activity or school-sponsored event for an additional ninety (90) calendar days. The date of ineligibility shall begin on the latter of:~~

~~1. The date of the infraction/conviction.~~

~~2. The date on which the Superintendent learns of the infraction/conviction.~~

~~Any student who commits a third or subsequent offense involving alcohol, drugs or conviction of misdemeanor or felony shall be ineligible for participation in any extracurricular activity or school-sponsored event for an additional ninety (90) calendar days. The date of ineligibility shall begin on the latter of:~~

~~1. The date of the infraction/conviction.~~

~~2. The date on which the Superintendent learns of the infraction/conviction.~~

Delegation of Responsibility

Nothing contained in this policy shall be construed to limit the ability of a coach or extracurricular adviser from imposing greater sanctions than those set forth in this policy, which are intended as

minimum sanctions. A coach or adviser may impose longer or additional sanctions, regardless of whether the incident occurred during the time when the **interscholastic athletic activity or** extracurricular activity was in operation.



Book	Policy Manual
Section	100 Programs
Title	Ineligibility Based on Use of Controlled Substances or Criminal Activity
Code	123.1
Status	Review
Legal	1. Pol. 227
Adopted	August 10, 2004
Last Revised	July 12, 2022
Prior Revised Dates	8/10/2010

Purpose

The Board expects reasonable and responsible behavior from all members of the student body. For students who ~~choose~~wish to participate in any extracurricular activities or school-sponsored events, outside of the school day, the School Board recognizes that coaches or advisers have the right and are expected to establish and enforce their own rules regarding behavior. However, with regard to the use of alcohol, unlawful controlled substances ("drugs"), including anabolic steroids, and criminal activity, the School Board wishes to establish certain minimum standards ~~in regard to the use of alcohol, unlawful controlled substances ("drugs"), including anabolic steroids, and criminal activity.~~

Authority

The Board believes that students who wish to participate in these activities, and who therefore act as role models for other students and representatives of the district in the community, should be expected to refrain from using alcohol, drugs, or engaging in criminal activity. Therefore, students who use alcohol or drugs or are convicted of misdemeanors or felonies shall be subject to the conditions stated below.[1]

Definition

For purposes of this policy, an **adjudication of delinquency** by a juvenile court based upon a finding of commission of an act that violates the Pennsylvania Crimes Code shall be considered the equivalent of a conviction.

Guidelines

Any student, who, on the first offense:

1. Is observed or is known to have been drinking/in the possession of alcohol, or using/in the possession of drugs by any school employee or others having the authority in such matters or is convicted of any type of misdemeanor or felony shall be:
 - a. Ineligible for participation in any event or extracurricular activity on school property outside of the school day for 30 calendar days. This includes, but is not limited to sports, sporting

events, dances, prom, walking at graduation, etc. The date of ineligibility shall begin on the latter of:

- i. the date of the infraction/conviction.
 - ii. the date on which the high school administration learns of the infraction/conviction.
2. The student may participate in extracurricular activities outside of the school day if s/he completes the following:
- a. The 30-calendar days suspension is completed.
 - b. The student will undergo a student assistance referral to the MAP team.
 - c. The student will follow through with the recommendations of the counselor.
 - d. The student will submit a letter from the drug and alcohol counselor stating that s/he complied with the recommendations of the counselor and has completed any necessary requirements as outlined to the student.

Subsequent violations will result in exclusions from participating in any event or extracurricular activities for the remainder of the school year.

Any student in violation of this policy during a time before the beginning of the school year will begin suspension on the first student day of the school year.

Delegation of Responsibility

Nothing contained in this policy shall be construed to limit the ability of a coach **or extracurricular adviser** from imposing greater sanctions than those set forth in this policy, which are intended as minimum sanctions. A coach **or adviser** may impose longer or additional sanctions, regardless of whether the incident occurred during the time when the interscholastic athletic activity **or extracurricular activity** was in operation.

MONTOURSVILLE AREA SCHOOL DISTRICT

MINUTES FOR BOARD MEETING High School

Tuesday, June 14, 2022
7:04 PM

Pledge to the flag
Call to Order - Board President
Roll call - Board Secretary
Executive Session for personal

MEMBER

x Daniel L. Albert
x Todd A. Badger
x Susan Beery
x Joseph B. LeCrone
x Dottie M. Mathers, Vice President
x David Shimmel, President

MEMBER

x Ronald E. Snell
x Dale Ulmer
x David J. Young
x *Richard Galtman, Solicitor (Zoom)
x *Christina Bason, Superintendent
x *Brandy N. Smith, Business Mgr./Bd. Secretary
*(Non-Voting Member)

OTHERS

x Feerrar, Darrin - Elementary School Principal
x Gnoffo, Joseph - Supervisor of Buildings and Grounds
x Hanner, Timothy - Supervisor of Special Education
 King, Christopher - Assistant Middle/High School Principal
x Myers, Curtis - Middle School Principal
x Peipher, Sebastian -
x Taormina, Daniel - High School Principal
 Yonkin, Jamie - Elementary School Principal
x Residents x Media x Students

Awards and Recognitions

Pastor Joseph Shimko, Faith United Methodist Church offered prayer.

Meg Altebrando and Stephanie Beadle announced the Montoursville Area School District was awarded a \$500,000 PA Smart advancing grant in conjunction with the River Valley YMCA Invention Land Education and Envision Ed Plus. Invention Land Education will be utilized in the District to push STEM and computer science programs forward. Envision Ed Plus will be utilized through the River Valley afterschool program and Professional Development. More information will be forthcoming. The total amount of grants Meg and Stephanie have secured for Montoursville Area School District is between \$650,000 and \$750,000 in programs and materials.

Darrin Feerrar, Elem. Principal/Director of Federal Programs conducted the annual District Stakeholder Meeting for Federal Programs for the programs and services provided under Title IA, IIA, and IVA. Mr. Feerrar reviewed the programs from 2021-2022 and proposed the scope of services for 2022-2023. District stakeholders were asked for feedback. District and Building level Parent and Family Engagement policies were reviewed and discussed with stakeholder feedback

Mr. Shimmel announced the executive session was held before the School Board Meeting to discuss personnel, security, and safety reports as well as receiving the annual safety report. There was an executive session held before the May 24, 2022 work session for personnel and contractual items.

Approval of minutes for the following meetings:

- Board Meeting, Tuesday, May 10, 2022
- Work Session, Tuesday, May 24, 2022

Motion: Mathers Second: Young
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Abstain: None
Result: **Motion Carried**

Mr. Snell commented that the board meeting minutes for May 10 reflect that he voted yes and no for item P3. He voted no on May 10, 2022, to item P3.

Mrs. Smith stated that the minutes will be corrected.

Public Comment

Tina Marie Kline made a note of attendance.

Sharon Meyer made comments on the budget and future elementary school projects.

Business Manager's Report

A. General Fund and Cafeteria Fund Treasurer's Report

Motion: Ulmer Second: Young
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

B. Budgetary Transfers – None

C. Presentation of Bills (Roll Call)

General Fund	– \$ 2,988,642.54
Cafeteria Fund	– \$ 97,713.50

Motion: Ulmer Second: Young
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

Mr. Snell needed clarification concerning a bill for a hearing aid charger and who is responsible to pay for the charger.

Mr. Hanner explained that students in the District need special devices to help them hear and it is the District's responsibility to provide those services.

Superintendent's Report

Mr. Meyers gave an update on the Summer Skills Program taking place at McCall and specifically praised Mr. Gnoffo and his team for preparing the building for the students. He also noted Mr. Jack Hawkins's retirement and how much he will be missed.

Mr. Feerrar also praised Mr. Hawkins's contributions to the District. He praised the Technology Team for quickly removing old smart boards and prepping for the new technology coming. He wrapped the report with the end of the year send-off that took place for the students on the baseball field. The weather cooperated and awards were given out. He took a moment to thank the families that are privately donating to the playground renovation.

Mr. Hanner explained the Special Education Plan and noted it is on the District Website for public review. The action plan is dated from 2021 to 2024 the dates have been extended due to the pandemic. The Special Education Program had 17 students graduate. The students that graduated were identified as special needs, gifted, or receiving services through a 504 agreement. The final announcement for Mr. Hanner's report pertained to the BLaST IU paraprofessionals conference that will take place virtually this year on August 11, 2022.

Mr. Taormina shared reflections on graduation. He confirmed the Elementary Schools Tour dates. June 27, 2022, at 10:00 am or 6:00 pm at the Loyalsock Valley Elementary School and June 28, 2022, at 10:00 am or 6:00 pm at Lyter. The dates and times are on the District Website and also on Facebook. Must be a District resident and preregister to attend the tours.

Mr. Peipher reported a successful year. Student devices were collected with the exception of Summer School students. The smart board replacement project is underway and future maintenance projects and professional development will continue through the summer.

Mr. Gnoffo also reflected on Jack Hawkins's retirement and how tremendous Jack was as an employee. He also shared the summer plan is to continue to move furniture and clean the buildings.

Agenda Items

- **General**

- G-1 Approval of an agreement between Montoursville Area School District and BLaST Intermediate Unit #17 for the 2022-2023 DaRTS. (Attachment)
- G-2 Approval of an agreement between Montoursville Area School District and BLaST Intermediate Unit#17 for the 2022-2023 for Technology Services. (Attachment)
- G-3 Approval of an agreement between Montoursville Area School District and BLaST Intermediate Unit#17 for the 2022-2023 IDEA. (Attachment)
- G-4 Approval to offer a summer KinderCamp at both Lyter and Loyalsock Valley Elementary Schools. All costs for KinderCamp will be covered by Faith United Methodist Church. Dates will be August 1 to August 4, 2022.
- G-5 Approval of a one-year extension of the agreement dated May 8, 2007, with the borough of Montoursville to provide a school resource officer for the 2022-2023 school year. In accordance with the agreement, the District shall pay the Borough a yearly sum equal to 39/52 of the Borough's yearly cost of salary, benefits, vehicle and other expenses of the school resource officer. (Attachment)

- G-7 Approval of a letter of engagement presented by Larson, Kellett & Associates, P.C. that summarized the significant terms and conditions of the annual financial audit for the year ending June 30, 2022. (This is the fourth year of a five-year agreement approved on August 4, 2018.) (Attachment)
- G-8 Approval of the appointment of Vice President Dottie Mathers and School Board Secretary Brandy Smith as voting delegates for the 2022-2023 PSBA Delegate Assembly Meeting.
- G-9 Approval of the nomination and election of Dale Ulmer as Treasurer for the 2022-2023 school year.
- G-10 Approval of no increase to the 2022-2023 school lunch prices as required under the "Equity I School Lunch Pricing" provisions (section 205) of the Hunger Free Kids Act.

Rates:	Lunch Prices:
Elementary Schools	\$2.60
Middle School	\$2.75
High School	\$2.75

- G-11 Approval of a request from Kelle Robinson, County Emergency Management Coordinator, C. E. McCall Middle School, gym, locker rooms and parking lot, September 24, 2022, 5:00 PM – 9:00 PM. (Attachment)
- G-12 Approval of a request from Justin Jones, FC Montour, C. E. McCall Middle School and Loyalsock Valley soccer fields, August 1, 2022 to July 31, 2023. (Attachment)
- G-13 Approval for Liberty Mutual Insurance Company to provide the following insurance coverage at a total cost of \$124,427. These policies will be in effect from July 1, 2022 to June 30, 2023. (The premium for 2021-2022 was \$111,831.)
- Commercial
 - Umbrella
 - School Leaders Liability
- G-14 Approval for AMTrust North America to provide Workers' Compensation insurance coverage at a total cost \$59,459. This policy will be in effect from July 1, 2022 to June 30, 2023. (The premium for 2021-2022 was \$62,154. Note: Workers Compensation experience modification changed from 1.19 to 1.117)

Mr. Snell questioned the decrease in cost.

Mrs. Smith verified the numbers are correct. The cost decreased due to fewer incidents based on a three-year average.

- G-15 Approval for Bollinger Specialty Group to provide Student Accident insurance coverage at a cost of \$26,301. This policy will be in effect from July 1, 2022 to June 30, 2023. (The premium for 2021-2022 was \$25,049.)
- G-16 Approval of an agreement between Montoursville Area School District and West Branch Drug & Alcohol Commission. (Attachment)
- G-17 Approval for Travelers Insurance to provide Montoursville Foundation insurance coverage at a cost of \$1502 per year. This policy will be in effect from July 1, 2022 through June 30, 2025. (The premium for 2019 – 2022 was \$1502 per year.)
- G-18 Approval of the Special Education Plan, 2021- 2024. (Available online)

G-19 Approval to initiate the 30-day review process for iReady Classroom Mathematics, grade K-6, at a cost not to exceed \$315,000. ESSERS ARP Funds will be used to pay for this program.

Mr. Snell questioned the dollar amount for a math curriculum.

Mr. Feerrar stated the cost has seven years of materials included.

Dr. Mathers reminded everyone the agenda item and the vote are for the review process only.

Motion: Ulmer Second: Young
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

G-6 Approval of an agreement between Montoursville Area School District and ESS Support Services, LLC.
(Attachment)

Motion: LeCrone Second: Badger
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Ulmer, Young, Snell
No: None
Absent: None
Result: **Motion Carried**

Dr. Mathers had questions about the cost of the ESS Support Services contract.

Mr. Hanner explained the position and the need of the student that drives the cost and length of the contract. In this case, it is a one-year contract.

- **Personnel**

P-1 Approval of the following addition to the Professional Staff:

<u>Employee</u>	<u>Certification</u>	<u>Rate of Pay</u>	<u>Effective</u>	<u>Replacement for:</u>
Wendy Baker	School Psychologist	Master's Step 14 \$79,146 Up to 20 additional days	July 1, 2022	Replacement of an IU Position
Hayley Potter	Special Education PK-8	Master's Step 6 \$61,020	July 1, 2022	Gloria Jean

Motion: Young Second: Mathers
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

P-2 Approval of the following addition to the Administrative Team:

<u>Employee</u>	<u>Certification</u>	<u>Rate of Pay</u>	<u>Effective</u>	<u>Replacement for:</u>
Matthew Johnson	Principal K-12	\$105,000	July 1, 2022	Dan Taormina

Motion: Ulmer Second: Young
 Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
 No: None
 Absent: None
 Result: **Motion Carried**

Mr. Snell is concerned about Mr. Johnson using this position as a stepping stone to a Superintendent's position.

Mr. Taormina explained anyone in an Administrative position is looking to further their career. It is rare to have a principal stay for fifteen years. Mr. Taormina is confident Mr. Johnson is committed to the position.

Mr. Johnson spoke about his commitment to the District and the students

P-3 Approval of the following FMLA leave from a member of the staff.

Employee	Effective Date:
101637	May 23, 2022

Motion: Young Second: LeCrone
 Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
 No: None
 Absent: None
 Result: **Motion Carried**

P-4 Approval of the following resignations from members of the coaching staff:

Coach	Position	Effective Date:
Michael Tate	Head Softball Coach	May 26, 2022
Ryan Rooney	Assistant Football Coach	May 24, 2022

Motion: Young Second: LeCrone
 Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
 No: None
 Absent: None
 Result: **Motion Carried**

- **Transportation**

T-1 Approval of Promiseland Bussing rates in the amounts of \$2,571.36 and \$2,676.26 for May 2022. (Attachment)

T-2 Approval for James Campbell to provide student transportation for inter-district trips at a cost of \$120.00 per round trip. Field trips and extracurricular transportation will be calculated at a rate of \$3.60 per mile with a minimum of \$225 per trip. Trips lasting longer than four hours will incur an additional hour rate of \$32.00 per hour. The contract will be in effect from August 1, 2022 to June 30, 2023.

T-3 Approval for Koser Busing to provide transportation at a cost of \$410.00 per day for the Montoursville Area High School students enrolled in the Health Science Course to travel to the onsite learning labs at Geisinger Medical Center once a week depending on the day cycle during the 2022-2023 school year.

T-4 Approval for Jean Services Busing to provide transportation at a cost of \$215.00 per day for the Montoursville Area High School students enrolled in Lycoming Career & Technology Center to travel to the Center, effective July 1, 2022 to June 30, 2027.

Motion: Mathers Second: Young
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

Mr. Snell asked if T2-T4 will be a rate increase over last year.

Mrs. Smith explained it is an increase this year due to cost of fuel and staffing and provided the costs for last year.

Mr. Taormina stated the Geisinger trip has been covered by a grant for the last two years.

- **Budget and Finance**

BF-1 Approval of the final General Fund Budget in the amount of \$32,753,409 for the fiscal year 2022-2023 including salary and work schedules as proposed. (Attachment)

- Real Estate Tax Millage
- Earned Income Tax
- Real Estate Transfer Tax

Motion: Ulmer Second: Mathers
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Ulmer, Young
No: Snell
Absent: None
Result: **Motion Carried**

Mr. Snell asked questions about the state revenue.

Mrs. Smith explained the projections that usually come from the state in April and May have not come in as well as the new formula.

Mr. Snell asked about the fund balance numbers.

Mrs. Smith expressed her recommendation that either the Board restrict or move funds to the Capital Reserve for future projects. It is her strong recommendation that the funds are used for nonrecurring expenditures.

Mr. Snell disagrees with the tax increase.

Mr. Snell would like to note inflation, the stock market, and food prices are negatively affecting retired residents. He expressed his concern for struggling taxpayers and their ability to pay for a tax increase.

Dr. Mathers noted she is thinking about the taxpayer and voted no on the original tax increase, but to remain fiscally responsible and not cut programs she will vote yes to the updated figures. She also noted it is a tough decision.

Mr. Snell referred back to using the fund balance.

BF-2 Approval of the 2022 Homestead and Farmstead Exclusion Resolution. (Attachment)

Motion: Ulmer Second: Young
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None

Result: **Motion Carried**

Mr. Shimmel made comments that the Homestead was once funded at 80% and is now funded at 100%. He then asked Mrs. Smith to explain the Homestead Credit.

Mrs. Smith explained the Homestead credit.

Mr. Ulmer asked for the tax increase figures for the average homeowner.

BF-3 Approval of the following financial institutions to be used as depositories for the 2022-2023 school year:

- Muncy Bank and Trust Company
- FNB Bank
- Pennsylvania School District Liquid Assets Fund (PSDLAF)
- RBC Capital Markets

Motion: Young Second: Mathers
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

BF-4 Approval to awarded bids for the 2022-2023 fiscal year. (Attachment)

- Paper supplies in the amount of \$29,444.30
- Athletic supplies and equipment in the amount of \$29,344.11

Motion: Young Second: LeCrone
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Ulmer, Young, Snell
No: None
Absent: None
Result: **Motion Carried**

BF-5 Approval of the attached Bank Signatories for the school district accounts as listed for the 2022-2023 fiscal year. (Attachment)

Motion: Young Second: Mathers
Yes: Albert, Badger, Beery, LeCrone, Mathers, Shimmel, Snell, Ulmer, Young
No: None
Absent: None
Result: **Motion Carried**

Other Reports

A. Committee Reports

- PSBA- None
- Policy Committee- None
- IU Rep.- None
- LCTC Rep.- None
- Memorial Gardens- Mr. Ulmer reported fundraising is moving along and at \$31,000 mark.
- Budget- None
- Building and Grounds- None

- Montoursville Foundation- None
- Extra-Curricular Activities- None

Public Comment

None

ADJOURNMENT OF THE REGULAR MEETING 8:56 PM

Motion: Mathers Second: Young
Result: **Motion Carried**

David Shimmel, President

Brandy N. Smith, Board Secretary