

**MONTOURSVILLE AREA SCHOOL DISTRICT
SCHOOL BOARD WORK SESSION
TUESDAY, MAY 23, 2023
7:00 P.M.
MONTOURSVILLE AREA SCHOOL DISTRICT**

AGENDA

- I.** Call to Order
- II.** Presentation
- III.** Public Comments. Residents and Tax Payers may comment on matters of concern, official action or deliberating before the board. Each member of the Public will be provided one unpaused three-minute time frame.
- IV.** Action Items
- V.** Information Items

**Montoursville Area School District
School Board Agenda
May 23, 2023
7:00 PM
Montoursville Area High School**

General:

- G-1 Discussion of a Resolution for the Montoursville Area School District to oppose Public School and Publicly Funded Charter School Curriculum, Instruction, or Materials promoting Critical Race Theory or advocacy Similar Divisive Concepts relating to Sex, Race, Ethnicity, Color or National Origin. (Attachment)
- G-2 Approval of the agreement between Montoursville Area School District and BLAST IU #17 for shared Special Education Services for the 2023-2024 school year. (Attachment)
- G-3 Approval of an agreement between Montoursville Area School District and UPMC Sports Medicine. (Attachment)
- G-4 Approval of Use of Facilities from John Keefer, Beltway Bandits Travel Ball Team, Montoursville Area High School baseball fields, June 5, 2023 to June 29, 2023, 5:30 PM to 7:30 PM. (Attachment)

Personnel:

- P-1 Approval of the following retirement from a member of the Professional Staff:

<u>Employee</u>	<u>Position</u>	<u>Years of Service</u>	<u>Effective</u>
Brian Batkowski	Elementary	30.5	January 22, 2024

- P-2 Approval of the following FLMA leave from a member of the staff:

<u>Employee</u>	<u>Effective dates:</u>
101271	May 11, 2023 to June 9, 2023

- P-3 Approval of the following additions to the Support Staff:

<u>Employee</u>	<u>Position</u>	<u>Rate of Pay</u>	<u>Effective</u>	<u>Replacement for:</u>
Evan Williams	Technology Support Specialist	\$37,000/pro rata	May 24, 2023	Connor Rutan
Aurora Beagle	Paraprofessional	\$12.75/5.5 hours per day	May 24, 2023	Candi Leisenring

- P-4 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>
Stacey Dangle	Social Studies	Master's Step 14 \$80,296	July 1, 2023	Julie Quick

P-5 Approval of the following addition to the Guest Teacher substitute list:

Guest Teacher
David Malkin

P-6 Approval to reclassify Special Education Secretary to District Office Specialist as well as job description. (Attachment)

Budget and Finance:

BF-1 Approval of the Proposed Final General Fund Budget in the amount of \$33,510,052 for the fiscal year 2023-2024 including salary and work schedules as proposed. (Attachment online)

BF-2 Approval of a transfer from the General Fund to Capital Reserve Fund in the amount of \$1,7000,000.

ATTACHMENTS

Montoursville Area School District
Lycoming County, Pennsylvania

Resolution No ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTOURSVILLE AREA SCHOOL DISTRICT OPPOSING PUBLIC SCHOOL AND PUBLICLY FUNDED CHARTER SCHOOL CURRICULUM, INSTRUCTION, OR MATERIALS PROMOTING "CRITICAL RACE THEORY" OR ADVOCATING SIMILAR DIVISIVE CONCEPTS RELATING TO SEX, RACE, ETHNICITY, COLOR, OR NATIONAL ORIGIN

WHEREAS, the Montoursville Area School District is a public school district charged with providing a quality education to students residing within its jurisdictional limits from Kindergarten to 12th Grade;

WHEREAS, the stated Mission of the Montoursville Area School District is to provide comprehensive programs that emphasize the Pennsylvania and National Academic Standards;

WHEREAS, a quality education, in keeping with the above statement, requires that the School District promote harmony and demand fair and equal treatment of all in the school community, free of discrimination based upon characteristics, including but not limited to sex, race, ethnicity, color, or national origin;

WHEREAS, there has been a movement to attempt to use curricula and instructional materials in the public schools derived from or based upon the concept of "Critical Race Theory" and similar concepts;

WHEREAS, "Critical Race Theory" and related concepts and doctrines can be based upon assumptions of inherent privilege, advantage, and/or victimization/oppression due to sex, race, ethnicity, color, national origin and other identities;

WHEREAS, concepts such as "Critical Race Theory" and similar concepts, may make generalizations based upon identities such as sex, race, ethnicity, color, and national origin, and emphasize oppression and victimization on the individual, interpersonal, institutional, and systemic levels based on these characteristics;

WHEREAS, the School District is concerned with the impact of doctrines and concepts such as "Critical Race Theory" as promoting collective guilt and defeatism, contrary to the School District's high expectations of unlimited potential for all students and commitment to equal opportunity for all members of the School District community;

THEREFORE, BE IT RESOLVED, by the Board of School Directors of the Montoursville Area School District, that this Board opposes the use of curriculum, textbooks, lessons, instructional materials, and other teaching based solely upon "Critical Race Theory" and similar concepts which make generalizations or assumptions of inherent advantage or disadvantage based upon sex, race, ethnicity, color, or national origin in public schools and publicly funded charter schools; and it is declared to be the policy of the Board of School Directors that "Critical Race Theory" and similar concepts are contrary to the mission and vision of the School District.

BE IT FURTHER RESOLVED, that the Board of Directors of the Montoursville Area School District re-affirms its commitment to non-discrimination based upon characteristics, such as sex, race, religion, color, ethnicity, national origin, disability, or other characteristics protected by law, and to equal opportunity in all educational programs and in employment and further resolves that the District affirms its Mission to "provide comprehensive programs that emphasize Pennsylvania and National Academic Standards";

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be posted on the District's website; and,

BE IT FURTHER RESOLVED, that the Board of School Directors may amend this Resolution as it deems necessary and appropriate from time to time.

RESOLVED by this Board of School Directors this 10th day of August 2021.

BOARD OF SCHOOL DIRECTORS OF THE
MONTROSVILLE AREA SCHOOL DISTRICT

President

Attest:

Secretary



Inter-Governmental Agreement for shared Special Education Services

This AGREEMENT is made this 1st day of July 2023 between **Montoursville Area School District**, and **BLaST, Intermediate Unit #17**, of Williamsport, Pennsylvania, and Canton, Pennsylvania with its principal business office located at 33 Springbrook Drive, Canton, PA 17724.

WHEREAS, the **School District** desires to obtain **Services** through the **Intermediate Unit**; and
WHEREAS, the **Intermediate Unit** is desirous of providing such **Services** to the **School District**;

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the **Parties** hereto agree as follow:

General Terms and Conditions

Article Contract Documents.

§ This **Agreement** consists of only the following: (a) these General Terms and Conditions; (b) the following Exhibits that are attached hereto; and (c) each Student Addendum agreed upon and executed by the **Parties**:

§ Exhibit "A," relating to the **Intermediate Unit's** program and services cost projections;

§ Exhibit "B," relating to the **Intermediate Unit's** supervisor job description;

§ Exhibit "C," relating to the **Intermediate Unit's** inter-district classroom(s) hosted by the school district;

§ The intent of the **Parties** is to include in the contract documents all items necessary for the proper execution and completion of the **Services** by the **Intermediate Unit**. The contract documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the **Parties** shall be required only to the extent consistent with the contract documents and reasonably inferable from them.

§ **Employee** " means any person performing **Services** under this **Agreement** on behalf of the **Intermediate Unit** and includes: (a) **Employees**, agents or officials of the **Intermediate Unit**, (b) a subcontractor(s) of the **Intermediate Unit**, or (c) **Employees**, agents or officials of a subcontractor of the **Intermediate Unit**.

§ **"Services"** means the **Services**, work and deliverables described in Exhibit "A" attached hereto, the **Intermediate Unit's** duties as described in this **Agreement** and the **Services** or deliverables to be provided by the **Intermediate Unit**. The **Intermediate Unit** may substitute virtual services in the event that in-person services can not be performed, with prior notification to the district.

RESPONSIBILITIES OF THE IU

During the 2023-2024 school year, the IU shall provide and operate the programs and services enumerated in "Exhibit A" attached hereto. For purposes of this agreement, the phrase "programs and services" shall mean the following:

- a. Professional or paraprofessional staff in such numbers and with such certification, licenser, or training as is required to implement this agreement in accordance with all applicable provisions of state and federal law in effect on the above date.
- b. Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement and other duties as described in the supervisor job description attached to this contract (Exhibit B).
- c. Administrative and clerical support services from departments or programs within the IU other than the Special Education Department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.
- d. Provision of criminal background information on all individuals for whom such information is required by Section III of the Public School Code of 1949, 24 P.S. s 1-111.

The IU shall ensure that the programs and services provided in accordance with paragraph 1 comply with all requirements of state and federal law in effect on the above date, to the extent that such compliance does not depend on the performance or actions of the District, the Commonwealth or federal governments, or any other individual or entity beyond the control of the IU. When compliance with the requirements of state or federal law, including the provision of a free appropriate public education, depends upon the performance, actions, or cooperation of the District, the IU shall make every effort to advise the District accordingly.

On or before May 1, for each ensuing year that the parties renew this agreement, the IU shall establish and shall notify the District in writing of the unit cost of each program or service

enumerated in or added to **Exhibit A** for the ensuing year. The IU shall base the unit cost for a program or service on the actual cost that the IU estimates it will incur to provide the program or service in accordance with Paragraph 1 during the term of this agreement, or any renewal year. These estimated unit costs shall be incorporated into **Exhibit A** and shall thereby be incorporated into this Agreement.

Reconciliations — Immediately upon the cost of the term of this Agreement and upon the conclusion of any renewal year thereafter, the IU shall calculate the total, actual costs that it incurred in the implementation of this Agreement. The cost calculations shall be made by taking the total costs incurred in providing a particular program or service and dividing it by the total number of days or hours of service provided, then multiplying the resultant daily or hourly cost times the number of days or hours of use by the District. On or before November 1, the IU shall issue a statement containing the total thus calculated and the total payments received from the District in accordance with this Agreement during the preceding year. If the amount expended is greater than the amounts received from the District, the statement shall include a bill for the difference. If the amount is less than the amounts received from the District, the statement shall so indicate, and the IU shall reimburse the difference to the District according to the process described in Section D.

For those programs or services provided to local school districts, the IU shall follow the school calendar and schedule adopted by the District in which the service(s) is/are provided.

In the event the **Intermediate Unit** is unable to provide the **Services** as specified in this **Agreement** because of any act: (a) of God, (b) civil disturbance, (c) fire, (d) riot, (e) war, (f) terrorism, (g) pandemic, (h) epidemic, (i) governmental action, (j) resignation, (k) retirement, (l) termination of an **Employee**, or (m) any other condition or cause beyond the **Intermediate Unit's** reasonable control (each a "**Force Majeur Event**"), shall excuse **Intermediate Unit** from performance under this **Agreement**.

RESPONSIBILITY OF THE DISTRICT

On or before April 1, the District shall identify those programs and services that the District wishes the IU to provide in accordance with this agreement.

The District shall pay the IU according to the schedule contained in Section D.

The District shall assure the following for programs or services included in this contract:

- a. Furnished classrooms and other space comparable in size and consideration to classrooms with the District to which non-exceptional students are typically assigned and which are located in reasonable proximity to the regular ebb and flow of building activities, unless the identified needs of the students assigned to the program or service require otherwise (**Exhibit C**).

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

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

COORDINATED RESPONSIBILITIES

The District shall remain responsible for the multidisciplinary evaluation and reevaluation (MDE) and IEP development and revision processes for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make appropriate members of its staff available at reasonable times and locations for participation as needed in MDE's and IEP planning conferences. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in this agreement. The District shall adhere to all recommendations of the

IEP team that require the provision of programs, services, accommodations, or support not within the scope of the programs and services enumerated in this agreement.

PAYMENT SCHEDULE

The District agrees to pay the IU a total of **\$837,055.71** for the programs and services provided pursuant to this agreement in five (5) scheduled payments on or before the dates listed below.

1.	August 31, 2023	20%	\$167,411.15
2.	October 31, 2023	20%	\$167,411.15
3.	December 30, 2023	20%	\$167,411.15
4.	February 28, 2024	20%	\$167,411.15
5.	April 28, 2024	20%	\$167,411.15

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

LIABILITY

The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this Agreement. The IU shall maintain sufficient liability insurance for this purpose.

The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employees of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose.

None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this Agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold harmless the district against all claims, damages, losses, or penalties resulting from any determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the IU under the terms of this Agreement is an employee or agent of the District. The District agrees to indemnify, defend, and hold harmless the IU against all claims, damages, losses, or penalties resulting from the determination, whether judicial, administrative or otherwise, that any of the foregoing staff members provided by the District under the terms of this agreement is an employee or agent of the IU.

UPMC SPORTS MEDICINE ATHLETIC TRAINING SERVICES AGREEMENT

THIS ATHLETIC TRAINING SERVICES AGREEMENT ("Agreement") is made and entered as of the ___ day of ___, 2023 ("Effective Date") between UPMCSM Presbyterian Shadyside, d/b/a UPMC Sports Medicine ("UPMCSM") and Montoursville Area School District (the "School"), (the School and UPMCSM each sometimes referred to herein as a "Party" and collectively the "Parties");

WHEREAS, the School desires that UPMCSM provide it with certain athletic training services (as defined herein and referred to below as "Services"); and

WHEREAS, the School and UPMCSM now wish to enter into a written agreement setting forth the terms and conditions for the provision and purchase of Services.

NOW, THEREFORE in consideration of the mutual promises set forth herein and intending to be legally bound, the Parties agree as follows:

I. Term of Agreement.

- a. Term. The term of this Agreement shall begin on July 1, 2023 ("Commencement Date") and conclude on June 30, 2026 (the "Term").
- b. Renewal Term(s). At the end of the Term, the Parties may renew the Agreement for additional term(s) by entering into a new agreement and/or amendment of this Agreement; provided, however, the Parties agree to discuss the terms of the new agreement/amendment at least ninety (90) days prior to the expiration of this Agreement and the Parties agree that any new agreement/amendment shall be executed at least thirty (30) days prior to the expiration of this Agreement to allow UPMCSM to ensure adequate staffing for Services provided in a subsequent term.
- c. Right of First Refusal. If the School receives a bona fide offer from a third party to procure services similar to either the Services offered hereunder at any time during the Term ("Third Party Services"), then prior to engaging such third party to provide the Third Party Services, the School shall notify UPMCSM in writing of the terms on which such third party has offered to provide the Third Party Services (the "ROFR Notice"). For thirty (30) days following UPMCSM's receipt of such notice, UPMCSM shall have the option to elect to provide the Third Party Services to the School on terms substantially similar to those stated in the ROFR Notice. If UPMCSM elects to provide the Third Party Services to the School, then the School and UPMCSM agree to enter into a written services agreement with respect to such services to be effective upon the expiration of this Agreement.

2. Termination of Agreement.

- a. Either UPMCSM or the School may terminate this Agreement based upon a material breach of the other's obligations under the terms of this Agreement. The terminating Party shall so notify the other Party in writing pursuant to Section 12 (which notice shall specify the breach claimed) and termination shall become effective thirty (30) calendar days after receipt of such written notice; provided, however, the alleged breaching Party shall have such thirty (30) day period to cure the specified breach and cure (or for matters that cannot be fully cured within such time, commenced and continued to diligently pursue appropriate corrective action) shall nullify such termination.
- b. No Party shall be liable to the other Party for any failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is directly caused by or results from acts beyond the impacted Party's ("Impacted Party") control, including, but not limited to, acts of God, natural disasters, flood, fire, earthquake, explosion, war, terrorist threats or acts, riot, civil unrest, travel ban or act of any governmental authority, governmental or judicial action, order, or law, national or regional emergency, disaster, disease, endemic or pandemic, quarantine, strike, lockout, or labor stoppages (each a "Force Majeure Event"). Notwithstanding the foregoing, Impacted Party's financial inability to perform, changes in cost or availability of materials, components, or services, market conditions or supplier actions, or contract disputes will not excuse performance by Impacted Party under this section. Moreover, Impacted Party shall be excused from performance only during the period of the Force Majeure Event, and Impacted Party shall use all diligent efforts to ensure that the effects of any Force Majeure Event are minimized and resume full performance of its obligations under this Agreement upon the cessation or conclusion of the Force Majeure Event.
- c. Also, in consideration of UPMCSM's hiring and dedication of Athletic Trainers, and to allow for a transition of care for Student-Athletes receiving Services, the School, if an Impacted Party, shall provide UPMCSM written notice of a Force Majeure Event and shall be obligated for the payment of Services on a pro rata basis for the period of time that includes the next four weeks after the date such notice is received by UPMCSM and UPMCSM shall be obligated to continue Services during such subsequent four week period. By way of example, without limitation, if the School's fall athletic season is suspended due to the current coronavirus pandemic and the School sends UPMCSM written notice of such Force Majeure Event that is received on October 1st, and the current contract year

and Services began July 1st, the School shall be responsible for a pro rata payment through the end of October, i.e., 4/12ths of the annual payment obligation. The School will notify UPMCSM in writing when the Force Majeure Event has ended and UPMCSM will restart Services as soon as reasonably practicable, but no less than ten (10) days after receiving such notice, and the School's payment obligations shall resume on a pro rata basis beginning as of the date Services restart. The Parties shall work in good faith to provide coordinate the resumption of Services as soon as possible.

3. Pricing and Payment Terms.

- a. Pricing. The School agrees to pay UPMCSM for the Services on an annual basis in accordance with the Pricing Schedule attached hereto and made a part hereof as Attachment A.
3. Invoices. The Parties acknowledge and agree that the yearly price is broken down in the following percentages.
 - i. 40% first payment;
 - ii. 20% second payment;
 - iii. 20% third payment; and
 - iv. 20% final payment for the current academic year.All invoices will be sent quarterly and shall be paid net thirty (30) days from receipt.
- b. Travel. The School agrees that any request by the School (be it in connection with Services or School Elected Services (defined below)) that requires (i) travel by the Athletic Trainer to away games and any other off-School-site locations (ii) that requires the Athletic Trainer to use his/her personal vehicle is an actual out-of-pocket cost that UPMCSM may elect to collect from the School at its sole discretion pursuant to a separate invoice issued to the School. The Parties agree that such reimbursement will be for total mileage at the current IRS mileage rate and travel expenses including parking and tolls.

4. Defined Terms.

While some terms are defined elsewhere in this Agreement, the following terms shall have the following definitions:

- a. "Student-Athletes" as used herein shall refer to any School student enrolled in the Sports listed on Attachment B.

- b. "Serviced Sports" are those sports listed on Attachment B which shall receive all Services.
- c. "Evaluated Sports" are those sports for which the Athletic Trainer will be expected to only evaluate injured Student-Athletes and recommend a plan of care, it being understood that Student-Athletes in Evaluated Sports shall be provided these limited Services but not all Services.
- d. "Sports" shall refer to both Serviced Sports and Evaluated Sports collectively.
- e. "Athletic Director" shall refer to the main School-designated contact person within the Athletic Department of the School.

5. Athletic Trainer Services.

- a. AT Services. The Athletic Trainer shall provide those certain athletic training services (collectively "Services") as generally set forth in Subchapter H issued under Section 51.1 of the Medical Practice Act of 1985 (63 P. S. § 422.51a(d)); amended under Sections 8 and 51.1(d) of the Medical Practice Act of 1985 (63 P. S. § § 422.8 and 422.51a(d)). The term "Athletic Trainer" as used herein shall refer to any athletic trainer assigned by UPMCSM to provide Services to the School pursuant to this Agreement. The School acknowledges and agrees that UPMCSMSM has recommended the number of athletic trainers appropriate for the School's needs and that the School has the final authority to determine the number of Athletic Trainers to be provided pursuant to this Agreement. The number of agreed-to Athletic Trainers is set forth on Attachment A.
- b. Sports Covered by Services. The Athletic Trainer shall provide Services to Student-Athletes who participate in Serviced Sports"; provided, however, that the School may elect to engage the Athletic Trainer for Evaluated Sports for which the Athletic Trainer will be expected to only evaluate injured Student-Athletes and recommend a plan of care. The Sports covered by Services at home and away locations is set forth in Attachment C; provided, however, the Parties understand and agree that the Athletic Director and the Athletic Trainer will mutually agree as to which Sport and/or Sport athletic event the Athletic Trainer shall provide Services for any given day. The Athletic Trainer agrees to be generally available for assignment by the Athletic Director as set forth in Attachment C; provided, in the event of conflicting events between Sports, the Athletic Trainer shall be assigned to a specific Sport event upon the mutual agreement of the Athletic Trainer and the Athletic Director.

- c. Neurocognitive Baseline Testing. The Athletic Trainer will be available to coordinate and implement neurocognitive baseline testing with the support of the Athletic Director and other necessary personnel from the School. The environment for administration of testing shall conform to UPMCSM standards. In addition, the Athletic Trainer will arrange for testing on an as needed basis for limited contact and noncontact Sport teams covered under this Agreement. All baseline testing as above identified shall be without additional cost to the School, or Student-Athlete. School students involved in sports not covered under this Agreement will be provided an opportunity to be tested by the UPMC Concussion Outreach Program at a separate, additional cost to the institution, organization, or the Student-Athlete. A UPMC Sports Medicine Concussion Program Neuropsychologist will be available for consultation and shall be consulted by the Athletic Trainer as necessary or appropriate. The Parties acknowledge that the ImPACT baseline testing provided by UPMCSM is not intended to prevent, diagnose, or treat a concussion and is not to be administered following a possible concussion. Based on recommendations from ImPACT® and the UPMC Sports Concussion Program, UPMCSM advises bi-yearly testing for contact sport athletes (See Table 1 attached hereto), whereas normative data can be used for all Sports covered under this Agreement.
- d. Medical or Other Equipment. The Athletic Trainer may identify and report to the School any known malfunction or identified problem with any medical or other equipment owned or provided by the School and used for the care and treatment of Student-Athletes at the School. Once a malfunction is reported, the Athletic Trainer will not operate any reported equipment until the unit in question is repaired/replaced. The School shall provide written documentation to the Athletic Trainer as to any equipment repaired by or on behalf of the School. Other than the previously stated reporting obligation, UPMCSM shall have no obligation or liability with respect to personal injury, death or property damage caused by equipment owned or provided by the School and the School shall indemnify and hold harmless UPMCSM Indemnified Parties with respect to any such liability pursuant to Section 14(b) of this Agreement.
- e. Medical Supply Orders. The Athletic Trainer may be available upon request to assist the School with inventory, budget, and ordering of athletic training capital and medical supply items for the current and following academic year for Sports. This function will be coordinated with the Athletic Director. Funding of this budget shall be the obligation of the School.

- f. Conditioning Programs. The Athletic Trainer may be available upon request to consult with the School regarding the pre-season, in-season, and off-season conditioning programs for Sports as well as planning for practice sessions and other activities related to Student-Athletes at the School.
- g. Equipment Selection and Fitting. The Athletic Trainer may be available upon request to consult with the School regarding equipment selection and fitting for Student-Athletes at the School.
- h. Standard Operating Procedures and Emergency Action Plan. The Athletic Trainer will be available to assist with the development, implementation, and revision of Standard Operating Procedures ("SOP") and an Emergency Action Plan ("EAP") for all athletic facilities within the School. These standing orders and action plan will be reviewed on a yearly basis by both the Athletic Trainer and the School. It is recommended that the SOP and EAP be distributed to all relevant personnel including coaches, administrators, and nurses within the School.
- i. Injury Action Plan. In the event of an injury of a Student-Athlete, upon request, the Athletic Trainer will assist the Student-Athlete and his/her parent/guardian in formulating or recommending a plan of care and coordinate access to medical care from a physician or provider of the Student-Athlete's choice (or that of the Student-Athletes parent/guardian if the Student-Athlete is under the age of 18).. It will be the responsibility of the Student-Athlete (and/or parent/guardian if the Student-Athlete is under the age of 18) to determine that the Student-Athlete's medical insurance is accepted by the Student-Athlete's medical provider of choice, including choice of the physician.
- j. Fast-Track Scheduling for Preferred Patient. If the Student-Athlete's medical insurance is accepted by the following UPMC health system providers, the Student-Athlete will be entitled to fast-track scheduling as a "Preferred Patients" at UPMC Susquehanna Divine Providence in Williamsport, UPMC Susquehanna Lock Haven, UPMCSM Susquehanna Muncy, UPMC Susquehanna Soldiers & Sailors in Wellsboro, UPMC Susquehanna Williamsport, UPMC Freddie Fu Sports Medicine Clinic, UPMC Lemieux Sports Complex, and/or UPMC Children's Hospital facilities, as applicable. UPMCSM will work with the School and Student-Athletes to schedule at such locations that are convenient and have timely availability.

6. Limitations on Provision of Services.

- a. Healthcare for Non-Contracted Schools. In the event that a school or organization competing with the School does not provide its own athletic trainer and a student-athlete from that competing school or organization is injured or expresses a need for treatment at a Sport at which the Athletic Trainer is present, the Parties agree that the Athletic Trainer shall be obligated to evaluate injured student-athlete and recommend a plan of care and such treatment shall be deemed part of the Services provided hereunder.
- b. Unable to Provide Athletic Healthcare. In the event that the Athletic Trainer is unable to provide Services for a certain scheduled event or day due to events beyond his or her control, UPMCSM will make commercially reasonable efforts to provide coverage by substitute Athletic Trainer who will be qualified and provide the Services. If no substitute is available, the Parties understand and agree that such individual non-covered events shall not entitle the School to compensation or reimbursement hereunder.
- c. Out of Season/Extra Services. The School further agrees that UPMCSM will not be required to render Services to "out of season" Sports unless such practice times coincide with "in season" Sports having practices or scheduled competitions. If concurrent Sports are being played, the School will have the option of obtaining the AT Services rendered by an additional athletic trainer (based on availability) at a rate of fifty dollars (\$50.00) per hour. Any additional Athletic Trainer coverage desired by the School for games, events or practices shall initially be requested with a four (4) week advanced notice by the School. Coverage will be mutually agreed upon by UPMCSM and the School based on the availability of UPMCSM staff.

7. Elective Services.

- a. School Elective Service. The School may, in its sole and absolute discretion, elect to engage UPMCSM or another UPMC health system provider to provide any of the following services ("School Elective Services") which shall be governed by the terms and conditions of this Agreement provided that UPMCSM receives notice of this election pursuant to Section 12 herein; provided however, the School acknowledges and agrees that the School Elected Services are not part of the Services provided hereunder and thus the School may be billed outside of the Pricing Schedule for each School Elected Services selected by the School.
 - i. Behavioral Health and Wellness Program
 - ii. Sports Performance Training;

- iii. Sports Dietitian;
 - iv. UPMC Concussion Outreach Program; and
 - v. UPMC Sports Medicine Concussion Program
- b. UPMCSM Elective Service. UPMCSM may, in its sole and absolute discretion, elect to provide any of the following services (“UPMCSM Elective Services”) which shall be governed by the terms and conditions of this Agreement but shall not be considered to be part of the “Services.” UPMCSM may opt in or out of participation in any UPMCSM Elective Services at its discretion. UPMCSM’s indemnity obligations regarding UPMCSM Elective Services shall apply only for the actions of the Student Aides to the extent (and during the time period when) the Student Aide is working under the direct supervision of the Athletic Trainer and beyond this time frame; UPMCSM shall not be responsible in any other respect for the actions of the Student Aides (students shadowing Athletic Trainers pursuant to Section 8(b)(i) and 8(b)(ii) are “Student Aides”).
- vi. Secondary School Student Aide Program. Secondary school student aide program at the School for the training of students interested in athletic training pursuant to the guidelines set forth for such programs by the National Athletic Trainers’ Association; and
 - vii. Clinical Preceptor. The Athletic Trainer may participate in the role of clinical preceptor (which allows college/university athletic training students the opportunity to complete their clinical rotation during the academic year by providing supervised athletic training services at the School at no additional cost to the School) so long as UPMCSM and the college/university supplying such students have entered into an agreement for such.
8. **Marketing and Branding Assets.** The School will provide certain marketing and branding assets to UPMCSM as set forth in Attachment E, the value of which is reasonably equivalent to the difference between the reimbursements to UPMCSM provided for in Section 3 and the arms-length value of Services to be furnished hereunder.
9. **Covenants of UPMCSM.**
- a. Qualifications of Providers

- i. Athletic Training Services: The Athletic Trainer providing Services to the School will be certified by the Board of Certification, Inc. and licensed by the Commonwealth of Pennsylvania. In addition, the Athletic Trainer will have current clearances required by Pennsylvania law. UPMCSM shall maintain copies of all clearances and will forward to the School upon request.
- b. Scope of Practice of Athletic Trainers. At all times, the Athletic Trainer will act within the scope of practice permitted by his/her education and training as set forth in the regulations at 49 Pa. Code § 18.501 et seq. under the Medical Practice Act of 1985, 63 P.S. § 422.1 et seq. and/or the Osteopathic Medical Practice Act, 63 P.S. § 271.1 et seq. and as further delineated in the Athletic Training Standards of Practice and the Athletic Training Practice Domains for the Athletic Trainer (BOC): www.bocetc.org. In addition, the Athletic Trainer providing Services will work under the direction of a supervising physician who shall be readily available for consultation and shall be consulted by the Athletic Trainer as necessary or appropriate. The recommendations of the Athletic Trainer concerning a Student-Athlete's injury are advisory in nature and it is recommended that the Student-Athlete follow-up with the physician of his or her choice regarding any injuries.
- c. Confidential Health Records. UPMCSM will maintain confidential written paper and/or electronic health records ("EHR") of all injuries/illnesses that are reported to, evaluated and/or treated by the Athletic Trainer working in conjunction with the Athletic Trainer. Such reports will be treated as confidential by UPMCSM and the School and each will maintain such confidentiality in accordance with all legal and regulatory requirements and their respective policies. Copies of the Student-Athlete's medical report will be provided to a designated School administrator upon provision to UPMCSM of a completed and properly executed "Authorization for Release of Protected Health Information" form.
- d. School Related Policy & Procedure. While on the School's premises, the Athletic Trainer shall comply with all the School policies which are previously provided to them in writing, including, without limitation, those proscribing the use or possession of alcohol, tobacco, or weapons on the School premises.

10. Covenants of the School.

- a. Forms and Information. Pursuant to Pennsylvania law, the School agrees that it will be responsible for distribution, collection, and submission of (i) the Interscholastic Athletic Opportunities Disclosure Form to the Pennsylvania

Department of Education (“PDE”). In addition, the School shall be responsible for the provision to UPMCSM or the Athletic Trainer of a completed (x) “Authorization for Release of Protected Health Information” form and (y) Consent for Treatment, Payment, and Health Care Operations ((x) and (y) forms referred to as “Consent Forms”), both of which will be signed by the Student-Athletes and their parents/guardians for each Student-Athletes.

- b. Pre-Participation Physicals. PIAA by-laws specify that prior to any student participating in practices, inter-school practices, scrimmages, and/or contests, at any PIAA member school in any school year, Student-Athletes are required to complete a Comprehensive Initial Pre-Participation Physical Evaluation (“CIPPE”). The School understands and agrees to the following guidelines with regard to CIPPE forms:
- i. The School will assume the responsibility to educate the parents/guardians of Student-Athletes on procedures regarding obtaining and returning CIPPE forms;
 - ii. The School will be responsible for the distribution and collection of such CIPPE forms;
 - iii. The School will be responsible to assure CIPPE forms have all required information completed;
 - iv. The School will be responsible for determining Student-Athlete eligibility and informing the Athletic Director, Student-Athletes, and the parents/guardians of Student-Athletes of eligible and ineligible Student-Athletes;
 - v. The School will permit UPMCSM to include Consent Forms as part of the pre-participation physical packet or distribute Consent Forms as part of the pre-participation physical (if applicable hereunder); the School agrees to be amenable to listing Consent Forms on the School’s website to facilitate completion by the parents/guardians of Student-Athletes and;
 - vi. UPMCSM will not be held responsible or liable if the aforementioned forms are not submitted prior to established deadlines and ineligible Student-Athletes participate in inter-school practices, scrimmages, and/or contests.
- c. Written Practice/Game Schedules. The School will provide to UPMCSM a written schedule of the dates and times of each team’s schedules. Changes in scheduling of practices and/or competitions will be made with reasonable advanced notice and coverage will be mutually agreed upon by UPMCSM and the School based on the availability of the staff at UPMCSM.

- d. Clinical Space. The School will provide the Athletic Trainer a designated and appropriately marked clinical space for the provision of the Services described in this Agreement. The School will not use, permit or condone the use of any non-UPMC health system medical professionals (including but not limited to chiropractors, neuropsychologists, podiatrists or primary care physicians) to utilize existing or additional clinical space at the School (which shall include, but not limited to, treatment areas or locker rooms) or any space associated with School athletic events or Sports for the provision of medical treatment of Student-Athletes (including, but not limited to, medical treatment, physical therapy and/or athletic training services) without consent of UPMCSM. This restriction applies to parents/guardians of Student-Athletes who elect to provide treatment to Student-Athletes.
- e. Attendance at Athletic Training Staff Meetings. The School agrees to allow the Athletic Trainer to attend scheduled athletic training meetings including quarterly staff meetings and regional staff meetings. The dates and times will be provided in advance to the School by the Athletic Trainer.
- f. Legislation. The School understands and agrees to comply with Pennsylvania law regarding Student-Athletes, including but not limited to the following provisions under Pennsylvania Statutes Title 24 Education:
 - i. Title 24 P.S. Sections 16-1601-C through 16-1605-C, commonly referred to as "Disclosure of Interscholastic Athletic Opportunities", including, but not limited to:
 - 1. The School will be responsible for distribution, collection, and submission of the Interscholastic Athletic Opportunities Disclosure Form to the Pennsylvania Department of Education ("PDE");
 - 2. The Athletic Trainer may assist in the completion of the form as it relates to Services;
 - 3. UPMCSM will not be held responsible or liable if the completed form is not submitted prior to established deadlines; and
 - 4. UPMCSM will not be responsible or liable for any information disclosed or not disclosed to the PDE regarding Student-Athletes' opportunities and treatment of Student-Athletes the preceding year.
 - ii. Title 24 P.S. Sections 5321 through 5323) commonly referred to as the "Safety in Youth Sports Act", including but not limited to:
 - 1. The School must immediately remove any Student-Athlete suspected of a concussion from play; and

2. Student-Athletes cannot return to play until cleared, in writing, by an appropriate medical professional as defined in the Safety in Youth Sports Act.
- iii. Title 24 P.S. Sections 14-1425, titled "Sudden Cardiac Arrest and Electrocardiogram Testing", including but not limited to:
1. The School shall be responsible for the following: A student participating in or desiring to participate in an athletic activity and the student's parent or guardian shall, each school year and prior to participation by the student in an athletic activity, sign and return to the student's school an acknowledgment of receipt and review of a sudden cardiac arrest symptoms and warning signs information sheet that includes information about electrocardiogram testing developed under this section 14-1425.
 2. Once each school year, a coach of an athletic activity shall complete the sudden cardiac arrest training course offered by a provider approved by the Department of Health of the Commonwealth. A coach of an athletic activity shall not coach the athletic activity until the coach completes the training course required under this section 14-1425;
 3. The School must immediately remove any Student-Athlete suspected of a cardiac arrest from play; and
 4. Student-Athletes cannot return to play until cleared, in writing, by a certified medical professional as defined in this Section 14-1425.
- g. Lockable Storage – Medical Records. The School will provide safe and secure (lockable) storage for all medical records in compliance with HIPAA requirements. Limiting access to keys and pass codes to such locked cabinets and file rooms should be employed by the School. Care shall be given to assure that the area containing medical records is secured during clinic hours from patient or visitor access. Medical records shall be filed in a secure location that is locked during non-clinic hours to safeguard against loss, tampering, or use by unauthorized personnel.
- h. Insurance Authorization. The School understands and agrees that neither UPMCSM nor its Athletic Trainer will secure insurance authorization or verifications of insurance coverage for any Student-Athletes.
- i. FERPA Regulations. The School agrees to allow UPMCSM to communicate with Family Educational Rights and Privacy Act ("FERPA")-regulated School

employees to obtain and share health related information of the Student-Athletes at the School.

- j. Internet Access. The School agrees to provide internet access to the Athletic Trainer at appropriate locations on the School site in furtherance of the Services.
- k. Mobile Phone Usage. The School agrees that the personal mobile phone usage of the Athletic Trainer for healthcare coordination of Student-Athletes, emergencies and other services provided for herein is at the discretion of the Athletic Trainer. A School-issued mobile phone for the Athletic Trainer is suggested for improved communication with administration and coaching staffs.

11. Notice.

- a. Any notice or other communication contemplated by this Agreement, including but not limited to any waivers hereunder, shall be given by either (x) email or (y) personal delivery, by overnight courier, or by deposit in the United States mail, first class, certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the addresses shown below. Any notice or communication shall be deemed to have been given (i) as of the date of receipt, if received by email, (ii) as of the date of receipt, if received by hand delivery, overnight courier, or certified mail on or before 5:00 p.m.; and (iii) as of the next day after receipt, if received by hand delivery, overnight courier, or certified mail after 5:00 p.m. The School and UPMCSCM may from time to time designate in writing and deliver in a like manner any changes in address at least ten (10) days before the change becomes effective.

To the School: Montoursville Area School District

Attn: Melissa Balliet , Athletic Director

700 Mulberry Street Montoursville, PA 17754

mballiet@montoursville.k12.pa.us

To UPMCSCM:

UPMC Freddie Fu Sports Medicine Center

Attn: Kathleen Nachazel, Director, Athletic Training &
Development

3200 South Water Street, Room 224

Pittsburgh, PA 15203

nachazelkm@upmc.edu

- b. Performance or Behavior Issues. Notwithstanding anything to the contrary herein, if the School has complaints or concerns regarding the performance or behavior of the Athletic Trainer performing the Services provided for in this Agreement, the School agrees to promptly bring such complaints or concerns to the attention of UPMCSM in writing and UPMCSM will attempt to resolve the issues in a timely manner and to the reasonable satisfaction of the School. If the issues regarding the performance or behavior are not resolved to the reasonable satisfaction of the School within thirty (30) days from notice of the matter from the School to UPMCSM, UPMCSM will, subject to staff availability, designate a replacement Athletic Trainer to provide Services to the School. UPMCSM's designation of a replacement service provider shall be deemed by both Parties to cure any such existing deficiency.

12. Return to Play.

- a. Suspected Concussion: Pursuant to the Safety in Youth Sports Act (24 P.S. §5323) ("SYS Act"), the Athletic Trainer will evaluate Student-Athletes to determine whether they exhibit signs or symptoms of a concussion or traumatic brain injury. Upon being advised of a determination that a Student-Athlete exhibits signs or symptoms of a concussion or traumatic brain injury by a person authorized by the SYS Act (including the Athletic Trainer) (a "Concussion Determination"), the School shall remove such Student-Athlete from play. Once a Student-Athlete has been removed from play due to a Concussion Determination, the Athletic Trainer's advice shall not be deemed to be the requisite clear for return to play decision pursuant to the SYS Act ("Concussion Medical Return To Play Decision"). A licensed physician may evaluate a Student-Athlete following a Concussion Determination and make a written Concussion Medical Return To Play Decision. Communications regarding a Student-Athlete that are not (a) based on evaluation of the Student-Athlete and (b) committed to writing as a medical opinion are not a Concussion Medical Return To Play Decision and may not be relied upon by a School to return to play a Student-Athlete who has been subject to a Concussion Determination.
- b. Suspected Cardiac Arrest: Pursuant to Title 24 P.S. Section 14-1425, "Sudden Cardiac Arrest and Electrocardiogram Testing (the "SCA Act"), the Athletic Trainer will evaluate Student-Athletes to determine whether they exhibit signs or symptoms of a sudden cardiac arrest. Upon being advised of a determination that a Student-Athlete exhibits signs or symptoms of a sudden cardiac arrest by a person authorized by the SCA Act (including the Athletic Trainer) (a "Cardiac Determination"), the School shall remove such Student-Athlete from play. Once a Student-Athlete has been removed from play due to a Cardiac Determination, the Athletic Trainer's advice shall not be deemed to be the requisite clear for return to play decision pursuant to the SCA Act ("Cardiac Medical Return To Play Decision"). A licensed physician may evaluate a Student-Athlete following

a Cardiac Determination and make a written Cardiac Medical Return To Play Decision. Communications regarding a Student-Athlete that are not (a) based on evaluation of the Student-Athlete and (b) committed to writing as a medical opinion are not a Cardiac Medical Return To Play Decision and may not be relied upon by a School to return to play a Student-Athlete who has been subject to a Cardiac Determination.

- c. Non-Concussion Injuries/Non-Cardiac Injuries: For any Student-Athlete with potential injuries outside the scope of a suspected concussion or traumatic brain injury or a sudden cardiac arrest, an Athletic Trainer may make a decision regarding whether it is medically appropriate for the Student-Athlete to be returned to play by the School.
- d. Indemnification for CMRTPD and Against Advice: A Concussion Determination and Cardiac Determination shall herein be collectively referred to as a "Determination". A Concussion Medical Return To Play Decision and Cardiac Medical Return To Play Decision shall herein be collectively referred to as a "CMRTPD". In addition to indemnity obligations otherwise set forth herein, the School shall indemnify UPMCSM Indemnified Parties (defined below) for any decision made to return a Student-Athlete to play that is made in contravention of a Determination or (following a Determination) without a CMRTPD or made against advice of any licensed physician or Athletic Trainer generally regarding any injury (including, without limitation, cardiac, non-cardiac, concussion or non-concussion). All of the School's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

13. Indemnity.

- a. UPMCSM's Indemnity Obligation. UPMCSM shall indemnify, defend, and hold harmless the School, its affiliates and their respective directors, officers employees and agents (collectively, the "School Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by School Indemnities Parties (collectively, "School Losses") arising out of UPMCSM Indemnified Parties' (defined below) negligence; provided, however, the foregoing indemnity agreement shall not apply to School Losses attributable to a School Indemnified Parties' gross negligence or willful misconduct. All of UPMCSM's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

- b. The School's Indemnity Obligation. The School shall indemnify, defend, and hold harmless UPMCSM, its affiliates and their respective directors, officers employees and agents (collectively, the "UPMCSM Indemnified Parties") from and against any and all third party claims, damages, liabilities, losses, amounts paid in settlement, costs, including reasonable attorney's fees, judgments, and causes of action incurred by UPMCSM Indemnities Parties (collectively, "UPMCSM Losses") arising out of the School Indemnified Parties' negligence; provided, however, the foregoing indemnity agreement shall not apply to School Losses attributable to a UPMCSM Indemnified Parties' gross negligence or willful misconduct. All of the School's obligations of indemnity hereunder shall survive the termination or expiration of this Agreement.

14. Insurance.

- a. UPMCSM Insurance Responsibilities. UPMCSM will maintain medical malpractice liability insurance coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. A copy of the UPMCSM Liability Insurance Certificate will be available to the School upon request. UPMCSM will maintain Workers' Compensation coverage not less than the Commonwealth of Pennsylvania's statutory limits.
- b. School Insurance Responsibilities.
- i. The School will be responsible for maintaining appropriate levels of insurance coverage (excluding professional liability insurance covering the Athletic Trainer) for its facilities, personnel, and activities. A copy of the School certificate of liability insurance will be provided to UPMCSM prior to the full execution of this Agreement.
 - ii. The School will follow mutually agreed upon guidelines for the collection of information and completion of necessary forms for school-related secondary insurance;
 1. The School will educate Student-Athletes and their parents/guardians on the availability and procedures regarding school-related secondary insurance;
 2. The School will be responsible for the distribution and collection of such school related insurance forms;
 3. UPMCSM will not be held responsible or liable if the completed forms are not submitted prior to established deadlines; and

4. The School understands and agrees that UPMCSM will not be responsible or liable for any medical charges incurred by the Student-Athlete that are not covered by the School's secondary insurance policy.

15. Miscellaneous.

- a. Independent Contractor. The Parties agree and acknowledge that UPMCSM serves as an independent contractor, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of the School in its performance hereunder. All UPMCSM employees providing Services hereunder shall be UPMCSM's employees, servants, or agents, and the entire management, direction, and control of all such employees shall be exclusively vested with UPMCSM. The School understands that it has no authority to act for, bind or obligate UPMCSM.
- b. Governing Law. The construction and interpretation of this Agreement shall be governed by the laws of Pennsylvania, without regard to its conflicts of laws provisions.
- c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, relating to such subject matter.
- d. Agreement Supersedes. If the attachments and exhibits to this Agreement conflict with the terms of the Agreement, the terms of this Agreement shall supersede such conflicting terms in the attachments and exhibits.
- e. Counterparts. This Agreement may be executed in any number of counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF and intending to be legally bound, the Parties have executed this Agreement effective as of the date above first written.

WITNESS:

UPMC Presbyterian Shadyside d/b/a/ UPMC Sports
Medicine

John Innocenti
Senior Vice President, UPMC Health Services
Division
President, UPM Mercy

WITNESS:

MONTOURSVILLE AREA SCHOOL DISTRICT

Name: _____

Title: _____

ATTACHMENT A: PRICING SCHEDULE

One (1) Athletic Trainer

2023 - 2024	\$32,791.00
2024 - 2025	\$33,774.00
2025 - 2026	\$34,787.00

ATTACHMENT B: SPORTS

Serviced Sports

Boys' Sports	Girls' Sports
1. Baseball – Varsity and Junior Varsity	1. Basketball – Varsity and Junior Varsity
2. Basketball - Varsity	2. Cross Country – CoEd
3. Cross Country - Varsity	3. Soccer – Varsity
4. Cross Country – CoEd	4. Softball – Varsity and Junior Varsity
5. Football – Varsity and Junior Varsity	5. Soccer – Varsity
6. Soccer - Varsity	6. Soccer – CoEd Varsity
7. Soccer – CoEd Varsity	7. Softball – Varsity and Junior Varsity
8. Swimming – CoEd Varsity	8. Swimming – CoEd varsity
9. Track & Field – Co-ed Varsity	9. Track & Field – CoEd Varsity
10. Wrestling – Varsity	10.

Evaluated Sports

Boys' Sports	Girls' Sports
1. Basketball – 7 th , 8 th and 9 th Grade	1. Basketball – Junior High
2. Football – Junior High	2. Cheerleading
3. Golf - Varsity	3. Golf – CoEd Varsity
4. –Golf – CoEd	4. Soccer Junior High
5. Soccer – Junior High	5. Soccer – CoEd
6. Soccer - CoEd	6. –Softball Junior High
7. Tennis – Varsity	7. Tennis - Varsity
8. Wrestling – Junior High	8.

ATTACHMENT C: Time of Performance of Services

The following sets forth the times when Services shall be rendered by the Athletic Trainer:

1. Practices.
 - a. Weekday Practices. Unless otherwise set forth herein, the Athletic Trainer will be present on the first day of practice for Sports (as mandated by the state board or organization monitoring such sports) and Services shall continue through the completion of the Sports season during the Term of this Agreement. During the school week (Monday through Friday) when School is in session, the Athletic Trainer will be present approximately one (1) hour prior to the normal dismissal of School and will remain until approximately one (1) hour after completion of the practice/event. The times and dates of the practices will be coordinated between the Athletic Director of the School, the Athletic Training & Development Management Staff at UPMCSM and the Athletic Trainer at UPMCSM.
 - b. Early Morning, Late Evening or Weekend Practices. Attendance by the Athletic Trainer at early morning or late evening practices during the School week (Monday through Friday) and any games or practices during the weekend will be attended at the discretion of the Athletic Training & Development Management Staff at UPMCSM and Athletic Trainer at UPMCSM. If the Athletic Trainer opts to provide Services on weekends, the Athletic Trainer will be entitled to opt for Saturday or Sunday coverage and shall be entitled to at least one day off per week.
2. Home Games. Unless otherwise set forth herein, the Athletic Trainer will be available to attend home games and scrimmages of Serviced Sports.
3. Away Games. Upon the mutual agreement of the Athletic Trainer and the Athletic Director, the Athletic Trainer will be available for away games for football games as long as football is a Services Sport.
4. Playoff Games. Upon the mutual agreement of the Athletic Trainer and the Athletic Director, the Athletic Trainer will be available for away games for Serviced Sports if the Service Sports are in a playoff competition.
5. Junior High/Middle School. For any Junior High/Middle School sports sanctioned by the School, but not cover under Serviced Sports, the Athletic Trainer will be available to evaluate, refer and when time permits, treat in-season junior high/middle school Student-Athletes within the time restraints of the Athletic Trainer's regularly scheduled workday. In addition, the School will

have the option of obtaining the AT Services rendered by an additional athletic trainer (based on availability) at a rate of fifty dollars (\$50.00) per hour. Any additional Athletic Trainer coverage desired by the School for games, events or practices shall initially be requested with reasonable advanced notice by the School. Coverage will be mutually agreed upon by UPMCSM and the School based on the availability of UPMCSM staff.

6. Open Competitions of Serviced Sports at the School. For any open competition of Serviced Sports hosted by the School but not including the School (i.e., other non-covered schools competing against each other at the School location), the Athletic Trainer will not be available to provide Services.
7. Special Events at the School. The Parties agree and understand that special sporting events at the School (including, but not limited to faculty vs student charity games, powder puff football games, sports camps, booster-sponsored events, and fundraisers) are not Sports and are not entitled to receive Services pursuant to this Agreement. Any coverage of such will be at the separate additional cost of the School, team, or booster group. A separate service agreement may be mutually agreed upon for these events and coordinated by the event's representative at the School, the Athletic Training & Development Management Staff at UPMCSM and the Athletic Trainer at UPMCSM.
8. Selected Holiday. Notwithstanding anything to the contrary herein, the School understands and agrees that UPMCSM is not obligated to render services on observed UPMCSM Holidays (New Year's Day, Martin Luther King, Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day) but may elect to do so within UPMCSM's discretion if the School has specific needs on such dates.

ATTACHMENT D: MARKETING AND BRANDING ASSETS

The School will provide certain marketing and branding assets to UPMCSM Sports Medicine as set forth below, the value of which is reasonably equivalent to the difference between the reimbursements to UPMCSM provided for in Attachment A: Pricing Schedule and the arms-length value of Services to be furnished hereunder.

1. The School will provide the following marketing and branding assets to UPMCSM:
 - a. UPMCSM Sports Medicine banners will be featured at the practice field(s), in the School gymnasium and at the football field/outdoor track during scrimmages and games/contests;
 - b. UPMCSM Sports Medicine logo will be featured on the message board of the scoreboard in the School gymnasium and at the football field during scrimmages and games if applicable;
 - c. UPMCSM Sports Medicine will provide reads for the School appointed announcer to read at least twice during a game/contest of each Sport home game;
 - d. UPMCSM Sports Medicine will have the option of providing periodic giveaway items at home football and basketball games including free t-shirts, sport specific stress balls, etc.;
 - e. UPMCSM Sports Medicine logo will be featured on the "Athletics page" of the School website;
 - f. UPMCSM and the Athletic Training & Development Department will be listed as the exclusive provider of athletic training services on the School website under the Athletics tab and link the School back to the UPMCSM Sports Medicine website;
 - g. UPMCSM Sports Medicine may provide quarterly educational information and periodic sports medicine related announcements for the School website to be listed under the Athletic tab;
 - h. UPMCSM Sports Medicine brochures will be displayed in the school's nurses' offices and athletic office and made available to all interested students; and
 - i. The School will like all UPMCSM Sports Medicine social media accounts and share applicable UPMCSM's posts to their social pages.

TABLE 1: IMPACT AND UPMC SPORTS CONCUSSION PROGRAM RECOMMENDATIONS

TABLE 1 Classification of Sports According to Contact

Contact	Limited-Contact	Noncontact
Basketball	Adventure racing ^a	Badminton
Boxing ^b	Baseball	Bodybuilding ^c
Cheerleading	Bicycling	Bowling
Diving	Canoeing or kayaking (white water)	Canoeing or kayaking (flat water)
Extreme sports ^d	Fencing	Crew or rowing
Field hockey	Field events	Curling
Football, tackle	High jump	Dance
Gymnastics	Pole vault	Field events
Ice hockey ^e	Floor hockey	Discus
Lacrosse	Football, flag or touch	Javelin
Martial arts ^f	Handball	Shot-put
Rodeo	Horseback riding	Golf
Rugby	Martial arts ^f	Orienteering ^g
Skiing, downhill	Racquetball	Power lifting ^c
Ski jumping	Skating	Race walking
Snowboarding	Ice	Riflery
Soccer	In-line	Rope jumping
Team handball	Roller	Running
Ultimate Frisbee	Skiing	Sailing
Water polo	Cross-country	Scuba diving
Wrestling	Water	Swimming
	Skateboarding	Table tennis
	Softball	Tennis
	Squash	Track
	Volleyball	
	Weight lifting	
	Windsurfing or surfing	

^a Adventure racing has been added since the previous statement was published and is defined as a combination of 2 or more disciplines, including orienteering and navigation, cross-country running, mountain biking, paddling, and climbing and rope skills.¹

^b The American Academy of Pediatrics opposes participation in boxing for children, adolescents, and young adults.²

^c The American Academy of Pediatrics recommends limiting bodybuilding and power lifting until the adolescent achieves sexual maturity rating 5 (Tanner stage V).

^d Extreme sports has been added since the previous statement was published.

^e The American Academy of Pediatrics recommends limiting the amount of body checking allowed for hockey players 15 years and younger, to reduce injuries.

^f Martial arts can be subclassified as judo, jujitsu, karate, kung fu, and tae kwon do; some forms are contact sports and others are limited-contact sports.

^g Orienteering is a race (contest) in which competitors use a map and a compass to find their way through unfamiliar territory.

Source: Rice, Stephen G., and the Council on Sports Medicine and Fitness, **Medical Conditions Affecting Sports Participation**, Pediatrics 2008 121: 841-848

Baseball Practice

General Info

Event ID:	2934032
Location:	Montoursville Area High School C.E. McCall Middle School
Status:	Pending
Created on:	5/10/2023
Schedules (1):	Baseball Practice
Owner:	Liza Temple - ltemple@montoursville.k12.pa.us
Category:	group 13 & free
Public:	Yes
Public Notes:	insurance needed.

Joe - ✓
Curtis - ✓
Brandy - Yes as long as we got insurance. Yes J.C. is providing.

Event Contacts

Name	Email	Phone
John Keefer	jkeefe@montoursville.k12.pa.us	5707776865

Baseball Practice

Description:	Summer Baseball practices a couple times a week throughout the Summer
Upcoming Occurrences (16):	(Mo) 6/5/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Tu) 6/6/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (We) 6/7/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Th) 6/8/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Mo) 6/12/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Tu) 6/13/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (We) 6/14/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Th) 6/15/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Mo) 6/19/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Tu) 6/20/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (We) 6/21/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Th) 6/22/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Mo) 6/26/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Tu) 6/27/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (We) 6/28/2023 (S) 8:00 AM 5:30 PM - 7:30 PM (Th) 6/29/2023 (S) 8:00 AM 5:30 PM - 7:30 PM
Setup:	8:00 AM
Event Time:	5:30 PM-7:30 PM
Number of People:	15

Event Items

Name	Type	Setup In	Configuration	Note
Baseball Field	Space			

Event Request Details

Non-Profit Organization?	Yes
Will an admission fee be charged?	No
Will a participation fee be assessed?	No
Is organization membership limited to residents of the Montoursville Area School District?	No
Is event participation limited to residents of the Montoursville Area School District?	No
Name of organization's supervisors to be in attendance:	J.C. Keefer

**Montoursville Area School District**

Job Title:	District Office Specialist	Job Category:	Specialist
Department/Group:	District Office Office of the Superintendent Special Education	Qualifications:	Minimum of an Associate Degree or equivalent experience Ability to use computers and technological applications as educational tools. Must be able to communicate effectively with parents, and students.
Location:	District Office	Travel Required:	As needed
Reports to:	Superintendent Supervisor of Special Education	Evaluated by:	Performance of this job will be evaluated by the Director of Special Education.

Terms of Employment:

Salary, work schedule, days of employment and other conditions of employment will be outlined upon hiring in accordance with applicable policies.

Job Description**PRIMARY FUNCTION**

The District Office Specialist serves as a backup to the Secretary to the Superintendent for the purposes of the Pennsylvania Information Management System(PIMS), registration, state and federal reporting, and assembling of the board agenda. This position is also a specialist to the Supervisor of Special Education and as a facilitator for the school/public in regard to special education records, forms, and regulations. This position also serves as the facilitator for all district office traffic flow including visitors and deliveries.

ESSENTIAL FUNCTIONS**1.0 STUDENTS**

- 1.1 To maintain accurate records for special education students including accurate information within an IEP writing system(DARTS).
- 1.2 To order and process special education instructional equipment and assistive devices.
- 1.3 To arrange specialized transportation for special education students.
- 1.4 To serve as a liaison between outside agencies and students, parents, and staff.
- 1.5 To maintain Penn Data information on all identified students for the Bureau of Special Education and IDEA Federal Child Count.
- 1.6 To assist in the registration of new students.
- 1.7 To assist in all state and federal reporting of student data.

2.0 STAFF AND PERSONNEL

- 2.1 To assist the Supervisor of Special Education and Teachers in planning Transition Council meetings.
- 2.2 To assist Supervisor of Special Education, School Psychologist, and Staff in setting up IEP and ER meetings.
- 2.3 To prepare and process all special education mandated forms for CER and IEP meetings.
- 2.4 To type correspondence such as letters, memos, reports, forms, etc. for the Special Education Department and District Office.



Montoursville Area School District

2.5 To serve as backup to the Secretary to the Superintendent for the purposes of the Pennsylvania Information Management System(PIMS).

2.6 Performs other duties as assigned by the Superintendent or Supervisor of Special Education.

3.0 CURRICULUM AND INSTRUCTION

3.1 Collaborates and cooperates with staff members, faculty, and other administrators in facilitating the needs of the Special Education Department.

4.0 BUSINESS AFFAIRS AND BOARD RELATIONS

4.1 To assist in assembling board meeting agendas.

5.0 COMMUNITY RELATIONS

5.1 To greet visitors and the public when visiting the District Office.

5.2 To act as a liaison between the school and community.

6.0 PROFESSIONAL GROWTH

6.1 To participate in training as stipulated by the Superintendent and/or Supervisor of Special Education.

Position Specifications

PHYSICAL DEMANDS	TEMPERAMENT	COGNITIVE ABILITY
<ul style="list-style-type: none"> Sitting and standing for extended periods Manage the entrance to District Office as necessary without reasonable accommodation Perform sedentary work and lift up to fifteen pounds without reasonable accommodation 	<ul style="list-style-type: none"> Ability to work as a member of a team Must be courteous and able to deal effectively with students and adults Must be cooperative, congenial, and service-oriented Ability to work in an environment with frequent interruptions and periodic high stress situations 	<ul style="list-style-type: none"> Ability to follow written and oral directions Ability to complete assigned tasks with minimal supervision Ability to use correct grammar, sentence structure, and spelling Ability to compose clear, concise sentences and paragraphs Ability to organize setting to efficiently accomplish tasks Ability to work independently and make work-related decisions Ability to exercise good judgement in prioritizing tasks Ability to communicate effectively
SENSORY ABILITIES	SPECIFIC SKILLS	LICENSE
<ul style="list-style-type: none"> Visual acuity to read correspondence, computer screen, etc. Auditory acuity to be able to use the telephone and communicate Ability to speak clearly and distinctly to individuals and small groups. 	<ul style="list-style-type: none"> Must appropriately handle confidential information Must communicate with parents appropriately and assist parents in various situations Must adhere to the ethical standards of the profession 	<ul style="list-style-type: none"> N/A
WORK ENVIRONMENT		
<ul style="list-style-type: none"> Inside year round – Office setting 		

Reviewed By:	Daniel Taormina	Date:	5/15/2023
Last Approved By:	MASD Board of Directors	Date:	
Approval and Revision History	Approved November 1983 Revised August 2005 Revised May 2023	Other Notes:	



Montoursville Area School District

MONTOURSVILLE AREA SCHOOL DISTRICT PROPERTY AND CONFIDENTIALITY REQUIREMENTS

All property, including intellectual property, materials, equipment or actual products and services developed or accrued as part of the job duties and responsibilities listed above, is the property of the Montoursville Area School District. It may not be used for personal profit or gain and will be relinquished to the Montoursville Area School District upon termination of employment from the Montoursville Area School District.

The position specifications described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act(A.D.A.) and is not an exhaustive list of duties performed for this position. Additional duties are performed by the individual currently holding this position and additional duties may be assigned.

I, _____, understand the duties and responsibilities as
(print name)
outlined in the above position description.

Employee Signature

Date

BF-1

FINAL GENERAL FUND BUDGET

Fiscal Year 2023-2024

General Fund Budget Approval

Date of Adoption of the General Fund Budget:

President of the Board - Original Signature Required

Date

Secretary of the Board - Original Signature Required

Date

Chief School Administrator - Original Signature Required

Date

Brandy Smith

(570)368-3500 Extn :6210

Contact Person

Telephone

Extension

bsmith@montoursville.k12.pa.us

Email Address

CERTIFICATION OF ESTIMATED ENDING FUND BALANCE **FROM 2023-2024 GENERAL FUND BUDGET**

24 PS 6-688

(10/2010)

SCHOOL DISTRICT :	COUNTY :	AUN :
Montoursville Area SD	Lycoming	117415103

No school district shall approve an increase in real property taxes unless it has adopted a budget that includes an estimated, ending unreserved undesignated fund balance (unassigned) less than the specified percentage of its total budgeted expenditures:

Total Budgeted Expenditures	Fund Balance % Limit (less than)
Less Than or Equal to \$11,999,999	12.0%
Between \$12,000,000 and \$12,999,999	11.5%
Between \$13,000,000 and \$13,999,999	11.0%
Between \$14,000,000 and \$14,999,999	10.5%
Between \$15,000,000 and \$15,999,999	10.0%
Between \$16,000,000 and \$16,999,999	9.5%
Between \$17,000,000 and \$17,999,999	9.0%
Between \$18,000,000 and \$18,999,999	8.5%
Greater Than or Equal to \$19,000,000	8.0%

Did you raise property taxes in SY 2023-2024 (compared to 2022-2023)?

Yes ☐
 No ☒

If yes, see information below, taken from the 2023-2024 General Fund Budget.

Total Budgeted Expenditures	\$33510052
Ending Unassigned Fund Balance	\$2345691
Ending Unassigned Fund Balance as a percentage (%) of Total Budgeted Expenditures	6.99%

The Estimated Ending Unassigned Fund Balance is within the allowable limits.

Yes ☒
 No ☐

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SUPERINTENDENT	DATE
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DUE DATE: AUGUST 15, 2023

VERIFICATION OF USE OF FDE-2020
FOR PUBLIC INSPECTION OF 2023-2024 PROPOSED BUDGET

24 PS 6-687(a)(1)

(03/2006)

School District Name : Montoursville Area SD	County : Lycoming	AUN Number : 117415103
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Section 687(a)(1) of the School Code requires the president of the board of school directors of each school district to certify to the Department of Education that the proposed budget was prepared, presented and will be made available for public inspection using the uniform form prepared and furnished by the Department of Education.

I hereby certify that the above information is accurate and complete.

SIGNATURE OF SCHOOL BOARD PRESIDENT	DATE
--	------

DUE DATE: IMMEDIATELY FOLLOWING
ADOPTION OF PROPOSED
FINAL GENERAL FUND BUDGET

Val Number	Description	Justification
1010	Budget Approval Date is required before submission on Contact Screen and cannot be a future date.	
8060	Ending Fund Balance Entry and Budgetary Reserve: If 5900 Budgetary Reserve is not equal to 0, a justification must be entered below.	The budgetary reserve represents funds set aside for unpredictable changes in the costs of goods and services, as well as the occurrences of events that are vaguely predictable, during budget presentations, which nonetheless may require expenditure.
8080	Ending Fund Balance Entry and Budgetary Reserve: If 0850 Estimated Ending Unassigned Fund Balance is not equal to 0, a justification must be entered below.	The District is trying to maintain a small fund balance to help with a future increase in costs.
8150	Ending Fund Balance Entry and Budgetary Reserve: If 0830 Committed Fund Balance is not equal to 0, a justification must be entered below.	The District established a committed fund balance to mitigate increases in Public School Employees' Retirement System employer contribution rate.

ITEM	AMOUNTS
Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year	
0810 Nonspendable Fund Balance	
0820 Restricted Fund Balance	
0830 Committed Fund Balance	359,550
0840 Assigned Fund Balance	
0850 Unassigned Fund Balance	3,570,046
Total Estimated Beginning Unreserved Fund Balance Available for Appropriation and Reserves Scheduled For Liquidation During The Fiscal Year	<u>\$3,929,596</u>
Estimated Revenues And Other Financing Sources	
6000 Revenue from Local Sources	18,028,412
7000 Revenue from State Sources	13,882,394
8000 Revenue from Federal Sources	
9000 Other Financing Sources	374,891
Total Estimated Revenues And Other Financing Sources	<u>\$32,285,697</u>
Total Estimated Fund Balance, Revenues, and Other Financing Sources Available for Appropriation	<u>\$36,215,293</u>

Amount

REVENUE FROM LOCAL SOURCES

6111 Current Real Estate Taxes	12,394,570
6112 Interim Real Estate Taxes	10,000
6113 Public Utility Realty Taxes	15,000
6114 Payments in Lieu of Current Taxes - State / Local	45,000
6150 Current Act 511 Taxes - Proportional Assessments	4,320,000
6400 Delinquencies on Taxes Levied / Assessed by the LEA	525,000
6500 Earnings on Investments	200,000
6700 Revenues from LEA Activities	78,500
6800 Revenues from Intermediary Sources / Pass-Through Funds	331,092
6910 Rentals	3,000
6940 Tuition from Patrons	86,250
6990 Refunds and Other Miscellaneous Revenue	20,000

REVENUE FROM LOCAL SOURCES

\$18,028,412

REVENUE FROM STATE SOURCES

7111 Basic Education Funding-Formula	7,850,051
7112 Basic Education Funding-Social Security	523,318
7160 Tuition for Orphans Subsidy	35,000
7271 Special Education funds for School-Aged Pupils	1,438,425
7311 Pupil Transportation Subsidy	506,000
7320 Rental and Sinking Fund Payments / Building Reimbursement Subsidy	303,226
7330 Health Services (Medical, Dental, Nurse, Act 25)	34,000
7340 State Property Tax Reduction Allocation	645,919
7505 Ready to Learn Block Grant	264,755
7820 State Share of Retirement Contributions	2,281,700

REVENUE FROM STATE SOURCES

\$13,882,394

REVENUE FROM FEDERAL SOURCES

8514 Title I - Improving the Academic Achievement of the Disadvantaged	308,035
8515 Title II - Preparing, Training, and Recruiting High Quality Teachers and Principals	42,222
8517 Title IV - 21st Century Schools	24,634

REVENUE FROM FEDERAL SOURCES

\$374,891

TOTAL ESTIMATED REVENUES AND OTHER SOURCES

32,285,697

Act 1 Index (current): 5.3%

Calculation Method:

Approx. Tax Revenue from RE Taxes:

Amount of Tax Relief for Homestead Exclusions

Total Approx. Tax Revenue:

Approx. Tax Levy for Tax Rate Calculation:

Total

2022-23 Data

a. Assessed Value

b. Real Estate Mills

2023-24 Data

c. 2021 STEB Market Value

d. Assessed Value

e. Assessed Value of New Constr/ Renov

2022-23 Calculations

f. 2022-23 Tax Levy

● 2010年10月1日起，凡在中华人民共和国境内销售货物或者提供加工、修理修配劳务以及进口货物的单位和个人，均应按照《中华人民共和国增值税暂行条例》及实施细则缴纳增值税。

2023-24 Calculations

g. Percent of Total Market Value

h. Rebalanced 2022-23 Tax Levy

(B = Total)

i. Base Mills Subject to Index

(h/a * 1000) if no reassessment

$$(h / (d - e)) * 1000$$
 if reassessment

Calculation of Tax Rates and Levies Generated

i. Weighted Avg. Collection Percentage

k. Tax Levy Needed

(Approx. Tax Levy * q)

i. 2023-24 Real Estate Tax Rate

 $\{k \in \mathbb{N} : k \leq 1000\}$

m. Tax Levy Generated by Milks

[P. 0001. P.]

n. Tax Levy minus Tax Relief for Homestead Exclusions

(m - Amount of Tax Relief for Homestead Exclusions)

c. Net Tax Revenue Generated By Mills

(n * Est. Pct Collection)

Act 1 Index (current): 5.3%
Calculation Method:

Approx. Tax Revenue from RE Taxes:
Amount of Tax Relief for Homestead Exclusions
Total Approx. Tax Revenue:
Approx. Tax Levy for Tax Rate Calculation:

Rate

\$12,394,570
\$645,919
\$13,040,489
\$13,692,635
Lycoming

Total

Index Maximums

p. Maximum Mills Based On Index
(i * (1 + Index))
17.4060
q. Mills in Excess of Index
(if (i > p), (i - p))
0.0000
r. Maximum Tax Levy Based On Index
(p / 1000 * d)
\$14,418,481
IV. s. Millage Rate within Index?
(if i > p Then No)
Yes
t. Tax Levy in Excess of Index
(if (m > r), (m - r))
\$0
u. Tax Revenue in Excess of Index
(t * Est. Pct. Collection)
\$0
\$14,418,481
\$0
\$0

Information Related to Property Tax Relief

V. Assessed Value Exclusion per Homestead
Number of Homestead/Farmstead Properties
Median Assessed Value of Homestead Properties
\$10,365.00
3833
\$120,250

Act 1 Index (current): 5.3%

Calculation Method:

Approx. Tax Revenue from RE Taxes:	\$12,394,570	Rate
Amount of Tax Relief for Homestead Exclusions	\$645,919	
Total Approx. Tax Revenue:	\$13,040,489	
Approx. Tax Levy for Tax Rate Calculation:	\$13,692,835	
Lycoming		

Total			
State Property Tax Reduction Allocation used for: Homestead Exclusions	\$645,919	Lowering RE Tax Rate	\$645,919
Prior Year State Property Tax Reduction Allocation used for: Homestead Exclusions	\$0		\$0
Amount of Tax Relief from State/Local Sources			\$645,919

CODE

6111 Current Real Estate Taxes				Amount of Tax Relief for Homestead Exclusions		Tax Levy Minus Homestead Exclusions		Percent Collected		Net Tax Revenue Generated By Mills	
County Name	Taxable Assessed Value	Real Estate Mills	Tax Levy Generated by Mills	Homestead Exclusions		Exclusions					
Lycorning	828,362,700	16.5300	13,692,835					95.000000%			
Totals:	828,362,700		13,692,835	845,919	=	13,046,916	X	95.000000%	=	12,394,570	

Current Per Capita Taxes, Section 679				Add'l Rate (if appl.)		Tax Levy		Estimated Revenue	
6120	Current Act 511 Taxes - Flat Rate Assessments			Rate					
6140	Current Act 511 Per Capita Taxes			\$0.00		0		0	
6141	Current Act 511 Occupation Taxes - Flat Rate			\$0.00		0		0	
6142	Current Act 511 Local Services Taxes			\$0.00		0		0	
6143	Current Act 511 Trailer Taxes			\$0.00		0		0	
6144	Current Act 511 Business Privilege Taxes - Flat Rate			\$0.00		0		0	
6145	Current Act 511 Mechanical Device Taxes - Flat Rate			\$0.00		0		0	
6146	Current Act 511 Taxes, Other Flat Rate Assessments			\$0.00		0		0	
6149	Total Current Act 511 Taxes - Flat Rate Assessments					0		0	
Current Act 511 Taxes - Proportional Assessments				Add'l Rate (if appl.)		Tax Levy		Estimated Revenue	
6150	Current Act 511 Earned Income Taxes			Rate					
6151	Current Act 511 Occupation Taxes			1.150%		4,100,000		4,100,000	
6152	Current Act 511 Real Estate Transfer Taxes			0.000%		0		0	
6153	Current Act 511 Amusement Taxes			0.500%		220,000		220,000	
6154	Current Act 511 Business Privilege Taxes			0.000%		0		0	
6155	Current Act 511 Mechanical Device Taxes - Percentage			0.000%		0		0	
6156	Current Act 511 Mercantile Taxes			0.000%		0		0	
6157	Current Act 511 Taxes, Other Proportional Assessments			0.000%		0		0	
6159	Total Current Act 511 Taxes - Proportional Assessments			0		0		0	
Total Act 511, Current Taxes						4,320,000		4,320,000	
				Act 511 Tax Limit	→	1,075,514,803 X		12	
						Market Value		Mills	
									(511 Limit)
									12,906,178

Tax Function	Description	Tax Rate Charged in:		Percent Change in Rate	Less than or equal to Index	Index	Additional Tax Rate Charged in: 2022-23 (Rebalanced)	2023-24	Percent Change in Rate	Less than or equal to Index
6111	Current Real Estate Taxes	16.5300	16.5300	0.00%	Yes	5.3%				
	Lycoming									
	Current Act 511 Taxes - Proportional Assessments									
6151	Current Act 511 Earned Income Taxes	1.150%	1.150%	0.00%	Yes	5.3%				
6153	Current Act 511 Real Estate Transfer Taxes	0.500%	0.500%	0.00%	Yes	5.3%				

Description		Amount
1000 Instruction		
1100 Regular Programs - Elementary / Secondary		13,850,988
1200 Special Programs - Elementary / Secondary		4,229,171
1300 Vocational Education		227,596
1400 Other Instructional Programs - Elementary / Secondary		358,375
Total Instruction		\$18,666,130
2000 Support Services		
2100 Support Services - Students		955,615
2200 Support Services - Instructional Staff		1,574,009
2300 Support Services - Administration		2,227,352
2400 Support Services - Pupil Health		419,276
2500 Support Services - Business		501,657
2600 Operation and Maintenance of Plant Services		3,212,768
2700 Student Transportation Services		1,206,260
Total Support Services		\$10,096,937
3000 Operation of Non-Instructional Services		
3200 Student Activities		733,894
Total Operation of Non-Instructional Services		\$733,894
5000 Other Expenditures and Financing Uses		
5200 Interfund Transfers - Out		3,354,102
5900 Budgetary Reserve		658,989
Total Other Expenditures and Financing Uses		\$4,013,091
Total Estimated Expenditures and Other Financing Uses		\$33,510,052

Description

Amount

1000 Instruction

1100 Regular Programs - Elementary / Secondary

100 Personnel Services - Salaries
 200 Personnel Services - Employee Benefits
 300 Purchased Professional and Technical Services
 400 Purchased Property Services
 500 Other Purchased Services
 600 Supplies
 700 Property
 800 Other Objects

7,866,233
 5,216,709
 5,200
 10,100
 482,150
 241,296
 23,900
 5,400
\$13,850,988

Total Regular Programs - Elementary / Secondary

1200 Special Programs - Elementary / Secondary

100 Personnel Services - Salaries
 200 Personnel Services - Employee Benefits
 300 Purchased Professional and Technical Services
 500 Other Purchased Services
 600 Supplies
 700 Property
 800 Other Objects

1,663,262
 963,100
 1,119,959
 470,000
 9,950
 1,500
 1,400
\$4,229,171

Total Special Programs - Elementary / Secondary

1300 Vocational Education

500 Other Purchased Services

Total Vocational Education

227,596
\$227,596

1400 Other Instructional Programs - Elementary / Secondary

100 Personnel Services - Salaries
 200 Personnel Services - Employee Benefits
 300 Purchased Professional and Technical Services
 400 Purchased Property Services
 500 Other Purchased Services
 600 Supplies
 800 Other Objects

29,375
 12,400
 245,000
 1,000
 68,500
 2,000
 100

Total Other Instructional Programs - Elementary / Secondary

Total Instruction

\$358,375
\$18,686,130

2000 Support Services

2100 Support Services - Students

100 Personnel Services - Salaries
 200 Personnel Services - Employee Benefits
 300 Purchased Professional and Technical Services
 500 Other Purchased Services
 600 Supplies
 800 Other Objects

534,925
 393,128
 17,387
 5,500
 4,250
 425

Total Support Services - Students

2200 Support Services - Instructional Staff

100 Personnel Services - Salaries

\$955,615
 625,545

Description		Amount
200 Personnel Services - Employee Benefits		406,943
300 Purchased Professional and Technical Services		69,168
400 Purchased Property Services		20,000
500 Other Purchased Services		68,990
600 Supplies		303,563
700 Property		79,800
Total Support Services - Instructional Staff		\$1,574,009
2300 Support Services - Administration		
100 Personnel Services - Salaries		1,140,165
200 Personnel Services - Employee Benefits		797,622
300 Purchased Professional and Technical Services		192,510
400 Purchased Property Services		32,500
500 Other Purchased Services		34,455
600 Supplies		8,800
700 Property		4,800
800 Other Objects		16,500
Total Support Services - Administration		\$2,227,352
2400 Support Services - Pupil Health		
100 Personnel Services - Salaries		173,625
200 Personnel Services - Employee Benefits		117,840
300 Purchased Professional and Technical Services		116,186
400 Purchased Property Services		1,900
600 Supplies		5,500
700 Property		4,225
Total Support Services - Pupil Health		\$419,276
2500 Support Services - Business		
100 Personnel Services - Salaries		241,005
200 Personnel Services - Employee Benefits		194,827
300 Purchased Professional and Technical Services		31,375
400 Purchased Property Services		9,000
500 Other Purchased Services		17,000
600 Supplies		3,000
700 Property		1,000
800 Other Objects		4,450
Total Support Services - Business		\$501,657
2600 Operation and Maintenance of Plant Services		
100 Personnel Services - Salaries		1,104,117
200 Personnel Services - Employee Benefits		754,798
300 Purchased Professional and Technical Services		104,700
400 Purchased Property Services		646,495
500 Other Purchased Services		174,793
600 Supplies		359,865
700 Property		62,500
800 Other Objects		5,500
Total Operation and Maintenance of Plant Services		\$3,212,768

Description

2700 Student Transportation Services

- 100 Personnel Services - Salaries
- 200 Personnel Services - Employee Benefits
- 300 Purchased Professional and Technical Services
- 500 Other Purchased Services
- 700 Property

Total Student Transportation Services

Total Support Services

3000 Operation of Non-Instructional Services

3200 Student Activities

- 100 Personnel Services - Salaries
- 200 Personnel Services - Employee Benefits
- 300 Purchased Professional and Technical Services
- 400 Purchased Property Services
- 500 Other Purchased Services
- 600 Supplies
- 700 Property
- 800 Other Objects

Total Student Activities

Total Operation of Non-Instructional Services

5000 Other Expenditures and Financing Uses

5200 Interfund Transfers - Out

- 900 Other Uses of Funds

Total Interfund Transfers - Out

5900 Budgetary Reserve

- 800 Other Objects

Total Budgetary Reserve

Total Other Expenditures and Financing Uses

TOTAL EXPENDITURES

4,360

1,900

100,000

1,099,000

1,000

\$1,206,260

\$10,096,937

261,200

109,100

70,540

17,500

162,300

22,300

61,390

29,564

\$733,894

\$733,894

3,354,102

\$3,354,102

658,989

\$658,989

\$4,013,091

\$33,510,052

<u>Cash and Short-Term Investments</u>		
General Fund	<u>06/30/2023 Estimate</u>	<u>06/30/2024 Projection</u>
Public Purpose (Expendable) Trust Fund	3,570,000	2,370,046
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund	8,073,412	8,000,000
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Cash and Short-Term Investments		
	\$11,643,412	\$10,370,046
<u>Long-Term Investments</u>		
General Fund	<u>06/30/2023 Estimate</u>	<u>06/30/2024 Projection</u>
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		

\$11,643,412	\$10,370,048
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2023-2024 Final General Fund Budget		Schedule Of Indebtedness (DEBT)	
LEA : 117415103 Montoursville Area SD		Page - 1 of 6	
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Long-Term Indebtedness		06/30/2023 Estimate	06/30/2024 Projection
General Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable		35,215,000	33,435,000
0530 Lease and Other Right To Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total General Fund		\$35,215,000	\$33,435,000
Public Purpose (Expendable) Trust Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right To Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Public Purpose (Expendable) Trust Fund			
Other Comptroller-Approved Special Revenue Funds			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right To Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Other Comptroller-Approved Special Revenue Funds			
Athletic / School-Sponsored Extra Curricular Activities Fund			
0510 Bonds Payable			
0520 Extended-Term Financing Agreements Payable			
0530 Lease and Other Right To Use Obligations			
0540 Accumulated Compensated Absences			
0550 Authority Lease Obligations			
0560 Other Post-Employment Benefits (OPEB)			
0599 Other Noncurrent Liabilities			
Total Athletic / School-Sponsored Extra Curricular Activities Fund			

06/30/2023 Estimate 06/30/2024 Projection

Long-Term Indebtedness

Capital Reserve Fund - \$ 690, \$1850

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right To Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 690, \$1850

Capital Reserve Fund - \$ 1431

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right To Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Capital Reserve Fund - \$ 1431

Other Capital Projects Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right To Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Other Capital Projects Fund

Debt Service Fund

- 0510 Bonds Payable
- 0520 Extended-Term Financing Agreements Payable
- 0530 Lease and Other Right To Use Obligations

- 0540 Accumulated Compensated Absences
- 0550 Authority Lease Obligations
- 0560 Other Post-Employment Benefits (OPEB)
- 0599 Other Noncurrent Liabilities

Total Debt Service Fund

Long-Term Indebtedness	
Food Service / Cafeteria Operations Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Food Service / Cafeteria Operations Fund	
Child Care Operations Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Child Care Operations Fund	
Other Enterprise Funds	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Other Enterprise Funds	
Internal Service Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Internal Service Fund	

06/30/2023 Estimate

06/30/2024 Projection

Long-Term Indebtedness	
Private Purpose Trust Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Private Purpose Trust Fund	
Investment Trust Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Investment Trust Fund	
Pension Trust Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Pension Trust Fund	
Activity Fund	
0510 Bonds Payable	
0520 Extended-Term Financing Agreements Payable	
0530 Lease and Other Right To Use Obligations	
0540 Accumulated Compensated Absences	
0550 Authority Lease Obligations	
0560 Other Post-Employment Benefits (OPEB)	
0599 Other Noncurrent Liabilities	
Total Activity Fund	

Long-Term Indebtedness	06/30/2023 Estimate	06/30/2024 Projection
Other Agency Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right To Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Other Agency Fund		
Permanent Fund		
0510 Bonds Payable		
0520 Extended-Term Financing Agreements Payable		
0530 Lease and Other Right To Use Obligations		
0540 Accumulated Compensated Absences		
0550 Authority Lease Obligations		
0560 Other Post-Employment Benefits (OPEB)		
0599 Other Noncurrent Liabilities		
Total Permanent Fund	\$35,215,000	\$33,435,000
Total Long-Term Indebtedness		

<u>Short-Term Payables</u>	<u>06/30/2023 Estimate</u>	<u>06/30/2024 Projection</u>
General Fund		
Public Purpose (Expendable) Trust Fund		
Other Comptroller-Approved Special Revenue Funds		
Athletic / School-Sponsored Extra Curricular Activities Fund		
Capital Reserve Fund - \$ 690, \$1850		
Capital Reserve Fund - \$ 1431		
Other Capital Projects Fund		
Debt Service Fund		
Food Service / Cafeteria Operations Fund		
Child Care Operations Fund		
Other Enterprise Funds		
Internal Service Fund		
Private Purpose Trust Fund		
Investment Trust Fund		
Pension Trust Fund		
Activity Fund		
Other Agency Fund		
Permanent Fund		
Total Short-Term Payables	\$35,215,000	\$33,435,000
TOTAL INDEBTEDNESS		

Account Description	Amounts
0810 Nonspendable Fund Balance	
0820 Restricted Fund Balance	
0830 Committed Fund Balance	359,550
0840 Assigned Fund Balance	
0850 Unassigned Fund Balance	2,345,691
Total Ending Fund Balance - Committed, Assigned, and Unassigned	\$2,705,241
5900 Budgetary Reserve	656,989
Total Estimated Ending Committed, Assigned, and Unassigned Fund Balance and Budgetary Reserve	\$3,364,230