School Board Agenda
Kutztown Area School District
Monday, May 6, 2019 - 7:30 p.m.
Kutztown Area Middle School

1. Call to Order by President

2. Roll Call by Secretary

3. Approval of Minutes
   a. April 15, 2019 School Board Meeting

4. Communications and Reports
   a. Superintendent’s Report

5. New Business
   a. Personnel
   b. Policy
   c. Conference Requests
   d. MCIU Service Agreement
   e. Computer Maintenance and Repair Fees
   f. New Story Student Agreement
   g. Proposed Final Budget
   h. IMR Digital Agreement
   i. Water Softener
   j. Rifle Team Equipment Grant Award
   k. Equipment Sale
   l. RACC Dual Enrollment Agreement
   m. Student Assistance Program Agreement
   n. Actuarial Valuation
   o. Employee Vision Insurance
   p. Introduction of New Business by Board Members
   q. Public Comment

6. Discussion Items
   a. Senate Bill 34 and House Bill 526 Resolution

7. Informational Items
   a. BCTC JOC Minutes
   b. BCTC JOC Briefs
   c. April Concussion Report
   d. BCIU NewsLink
   e. BCIU What Happened
   f. Legislative Update

8. Upcoming Public Meetings/Informative Dates
   May 13  Policy & Curriculum Committee Meeting  6:00 PM  HS Library
   May 13  Budget & Finance Committee Meeting  7:00 PM  HS Library
   May 20  School Board Meeting  7:30 PM  HS Library
   May 28  Budget & Finance Committee Meeting  7:00 PM  HS Library

9. Adjournment
ITEM 5 NEW BUSINESS

A. PERSONNEL

It is the recommendation of the administration that the Board of School Directors approve the following personnel items:

1. The approval of Kristen Berk as the head cook at Greenwich-Lenhartsville Elementary School at a rate of $10.00 per hour, effective August 12, 2019.
2. The approval of the following summer maintenance help for summer 2019 at a rate of $9.75 per hour:
   - Austin Lubak
   - Isaac Mengel
   - Joshua Mengel
3. The approval of the following summer custodial help for summer 2019 at a rate of $9.75 per hour:
   - Diane Zettlemoyer
   - Joanne Waidelich
   - Emma Workowski
   - Theresa O’Marra
   - Alison VanDuren
   - Logan Yerger
4. The approval of the following student workers for the 2019 Summer Work Program at a rate of $7.25 per hour:
   - Evan Blatt
   - Kelly Rodriguez
   - Mathias Warmkessel
   - Ty Kline
   - Jonathan Shields
   - Orlando White
   - Alex Rau
   - William Thomas
5. The approval of the following coaches, advisors, and stipends for the 2018-2019 school year:
   - Andrew Brett  Sophomore Class Advisor  $287.50 (balance pro-rated for additional duties)
6. The approval of the following coaches, advisors, and stipends for the 2019-2020 school year:
   - Andrea Hart  All School Musical Director/Producer  $2572.00
7. The approval of the following Eshelman bus/van drivers for the 2018-2019 school year:
   - Lindsay G. George  eff: April 3, 2019
   - Janelle L. Kase  eff: April 17, 2019

Personnel is Approved Pending Receipt of All Mandated Credentials

B. POLICY - It is the recommendation of the Policy and Curriculum Committee that the Board of School Directors approve the second reading and adoption of Policy 321- Political Activities.

C. CONFERENCE REQUESTS - It is the recommendation of the administration that the Board of School Directors approve the following conference requests:

a. The approval of employee #153 to attend the Project Lead the Way training in Baltimore, MD on July 7-9, 2019, at a cost of $1,020.00
b. The approval of employee #368 to attend the Project Lead the Way training in Baltimore, MD on July 7-9, 2019, at a cost of $1,020.00
c. The approval of employee #152 to attend the Teachers College Units of Study in Teaching Reading Summer Institute in New York City, NY on August 5-9, 2019, at a cost of $1,982.24
d. The approval of employee #609 to attend the National Council of Teachers of English Annual Convention in Baltimore, MD on November 21-24, 2019 at a cost of $1,672.36.

D. MCIU SERVICE AGREEMENT - It is the recommendation of the administration that the Board of School Directors approve the service agreement with MCIU to provide technology services for Marcia Brenner Report Card Creator PowerSchool Plug-in at a cost of $2,988.00 and annual support renewal of $494.00.

E. COMPUTER MAINTENANCE AND REPAIR FEES - It is the recommendation of the administration that the Board of School Directors approve the computer maintenance, insurance, and repair fee schedule per the attached.

F. NEW STORY AGREEMENT - It is the recommendation of the administration that the Board of School Directors approve the tuition agreement with New Story Schools and Services in Reading, PA for a special education student, at a cost of $299.00 per day for the remainder of the 2018-19 school year.
G. PROPOSED FINAL BUDGET APPROVAL - It is the recommendation of the administration that the Board of School Directors adopt a Proposed Final Budget for the 2019-2020 school year with revenues of $33,136,233.00 and expenditures of $33,328,410.00 supported by Real Estate Tax of 29.9543 mils; Per Capita Tax, Sec. 679 ($5.00); Per Capita Tax, Act 511 ($5.00); Local Services Tax ($5.00); Earned Income Tax (0.5%); Real Estate Transfer Tax (0.5%); and Amusement Tax (5%). The budget will be made available for public inspection.

H. IMR DIGITAL - It is the recommendation of the administration that the Board of School Directors approve the service of IMR Digital to scan special education student files, per the attached fee schedule.

I. WATER SOFTENER - It is the recommendation of the Facilities Committee that the Board of School Directors approve the purchase of a replacement water softener from APEX Inc. at Kutztown Elementary School at a cost of $10,042.00, per the attached.

J. RIFLE TEAM EQUIPMENT GRANT AWARD - It is the recommendation of the Extracurricular Committee that the Board of School Directors accept an equipment grant from the National Rifle Association in the amount of $3,293.00 to the Kutztown Area High School Rifle Team.

K. EQUIPMENT SALE - It is the recommendation of the Extracurricular Committee that the Board of School Directors approve the sale of five used rifles from the Kutztown Area High School Rifle Team to Eagle Arms Sport Shop in the amount of $2,250.00.

L. RACC DUAL ENROLLMENT AGREEMENT - It is the recommendation of the administration that the Board of School Directors approve the dual enrollment renewal agreement for school year 2019-2020 between Reading Area Community College (RACC) and Kutztown Area School District, per the attached.

M. STUDENT ASSISTANCE PROGRAM AGREEMENT - It is the recommendation of the administration that the Board of School Directors approve the agreement with Richard J. Caron Foundation to provide Student Assistance Program (SAP) services through June 30, 2020, per Option A: 5 days per week, per the attached.

N. ACTUARIAL VALUATION - It is the recommendation of the administration that the Board of School Directors approve the agreement with The Retirement Advantage to perform a Post Employment Benefits Valuation per the attached at cost of $3,400. This valuation is required for our year end audit.

O. EMPLOYEE VISION INSURANCE - It is the recommendation of the administration that the Board of School Directors approve the agreement with Capital Blue Cross for the renewal of employee vision insurance for the 2019-20 year. Rates are the same 2018-19.

P. INTRODUCTION OF NEW BUSINESS BY BOARD MEMBERS

Q. PUBLIC COMMENT

SCHOOL BOARD MEMBERS

Carl H. Ziegler, President
Randy T. Burch, Vice-President
Alan J. Darion
Michael Hess

Eric Johnson
Karl Nolte
James L. Shrawder
Charles Shurr

Dennis S. Ritter
Dr. George F. Fiore, Superintendent (non-voting)
David J. Miller, Treasurer (non-member)
Rikki L. DeVough, Secretary (non-member)
The Board of Directors of Kutztown Area School District met for a regular monthly board meeting on Monday, April 15, 2019, at 7:30 p.m., in the High School Library, pursuant to due notice to board members and the public.

**Present**
Randy Burch, Michael Hess, Dennis Ritter, Eric Johnson, Karl Nolte, James Shrawder, Charles Shurr, Carl Ziegler

**Absent**
Alan Darion

**Also Present**
George Fiore, David Miller, Christian Temchatin, Rikki DeVough, Diane Quinn, Scott Hand, Deb Barnes, Barry Flicker, James Brown, Jeff Huffert, Beth Stump, Deb Kenney, Melissa Blatt, Michele Schoener, Lisa Swope

**Call to Order**
The meeting was called to order at 7:38 p.m. by President Ziegler.

**Welcome**
President Ziegler opened the meeting with a moment of silence and Pledge of Allegiance to the flag. He asked everyone to sign the attendance book and mark the topic of comment next to his/her name. He requested that anyone wishing to speak on an agenda item please raise his/her hand to be recognized. He indicated that this meeting was being tape recorded.

**Meeting Minutes**
Motion made by Michael Hess, seconded by Dennis Ritter, to approve the Minutes of the April 1, 2019 School Board Meeting.

Roll call vote: Yes 8 No 0 Absent 1 (Darion)

Motion carried.

**Treasurer’s Report**
Motion made by Charles Shurr, seconded by Michael Hess, to approve the Treasurer’s Report of the General Fund.

Roll call vote: Yes 8 No 0 Absent 1 (Darion)

Motion carried.

**Ratification of General Account**
Motion made by Dennis Ritter, seconded by Michael Hess, to ratify for payment the general account bills (including manual checks) in the amount of $3,156,695.88.

Roll call vote: Yes 8 No 0 Absent 1 (Darion)

Motion carried.

**Approval of General Account**
Motion made by Randy Burch seconded by Michael Hess, to approve for payment the general account bills in the amount of $849,674.93.

Roll call vote: Yes 8 No 0 Absent 1 (Darion)

Motion carried.

**Ratification of Construction Account**
Motion made by Randy Burch, seconded by Charles Shurr, to ratify for payment the construction account bills in the amount of $118,404.00.

Roll call vote: Yes 8 No 0 Absent 1 (Darion)

Motion carried.

**Approval of Construction Account**
Motion made by Michael Hess, seconded by Randy Burch, to approve for payment the construction account bills in the amount of $15,464.17.

Roll call vote: Yes 8 No 0 Absent 1 (Darion)

Motion carried.

**Superintendent’s Report**
Fools Run and Scholarship
What’s So Cool About Manufacturing Update
Kutztown Strong Event
Special Olympics
The committee reviewed the 2018 financial statement and approved the January and February financials.

Concern of poor quality internet access in rural areas for students.

Mr. George Longridge has been integrating very well as the new Chief Financial Officer, replacing Carl Blessing.

The committee toured the HVAC program and approved policy changes and equipment Purchases. Their 50th anniversary program is April 27th.

The committee received a demo on the new math program and an update on the literacy framework and project Lead the Way.

The committee held a discussion on new wireless microphones for the HS auditorium, received an update on the stadium sandpit, reviewed open staff coaching positions, and received an update on the Northeast PA Rifle League.

The committee held a discussion on secondary advisory programming and implementation.

Motion made by Michael Hess, seconded by Karl Nolte, to approve the following personnel items:
1. The acceptance of the resignation of Nicole Gonzalez as an elementary teacher at Kutztown Elementary School, effective the last teacher day of the 2018-19 school year.
2. The approval of employee #1754 to take an unpaid FMLA leave of absence beginning on the first teacher day of the 2019-20 school year through the end of the school year.
3. The approval of Morgan Remp as Extended School Year teacher for 2019 program at the rate of $27.00 per hour.
4. The approval of Allison Van Duren as Extended School Year (ESY) paraeducator for 2019 program at a rate of $14.00 per hour.
5. The approval of Richard Laubenstine as part-time maintenance employee effective on or after April 24, 2019 at a rate of $14.86 per hour.

All Personnel are Approved Pending Receipt of All Mandated Credentials

Roll call vote: Yes 8 No 0 Absent 1 (Darion) Motion carried.

Motion made by Randy Burch, seconded by Michael Hess, to approve the first reading of Policy 321-Political Activities.

Roll call vote: Yes 8 No 0 Absent 1 (Darion) Motion carried.

Motion made by Dennis Ritter, seconded by Karl Nolte, to approve the Memorandum of Understanding (MOU) with the Kutztown Area Teachers’ Association effective for the 2019-20 school year.

Roll call vote: Yes 8 No 0 Absent 1 (Darion) Motion carried.

Motion made by Dennis Ritter, seconded by Karl Nolte, to approve the contract with Delta Dental to supply dental insurance to employees for the 2019-2020 school year at a cost of $19.26 per month for single coverage and $74.05 for enrollee plus one or more dependents, per the attached (5% increase from last year).

Roll call vote: Yes 8 No 0 Absent 1 (Darion) Motion carried.
**ESY Paraeducator Rate**  
Motion made by Randy Burch, seconded by Michael Hess, to approve the rate of pay for all paraeducators for the 2019 Extended School Year (ESY) program at $14.00 per hour.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**St. Luke’s Agreement**  
Motion made by Randy Burch, seconded by Charles Shurr, to approve the agreement with St. Luke’s Hospital/Occupational Medicine for staff pre-employment and reasonable suspicion drug and alcohol testing, per the attached.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**Security Cameras**  
Motion made by Karl Nolte, seconded by Charles Shurr, to approve the following purchases of equipment and services for security camera system expansion

- **Camera Hardware** - Purchase of camera equipment and licensing from ePlus Technology, Inc. at a cost of $53,343.00.  
- **Cabling and Installation** - Purchase of cabling and camera installation from Integra One, Inc. at a cost of $24,674.00.  
Roll call vote: Yes 7 No 1 (Shrawder) Absent 1 (Darion)  
Motion carried.

**Graduation Date**  
Motion made by Karl Nolte, seconded by Eric Johnson, to approve June 4, 2019 as the graduation date for the Class of 2019.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**Conference Requests**  
Motion made by Randy Burch, seconded by Michael Hess, to approve employee #807 to attend the Teachers College Units of Study in Writing Institute in New York City, NY, on August 5-9, 2019, at a cost of $1,843.84.  
Roll call vote: Yes 7 No 1 (Shrawder) Absent 1 (Darion)  
Motion carried.

**CSIU Software**  
Motion made by Randy Burch, seconded by Jim Shrawder, to approve the Financial and Human Resources Software program from the Central Susquehanna Intermediate Unit (CSIU) at an approximate cost of $15,168.48 for the 2019-20 school year.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**Internet Filter Licensing**  
Motion made by Karl Nolte, seconded by Michael Hess, to approve the three-year purchase agreement with Trebron Company, Inc. for Lightspeed Relay internet filter licenses for a total cost of $22,674.60, to be billed annually at $7,558.20.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**Canvas Services Order**  
Motion made by Randy Burch, seconded by Dennis Ritter, to approve the three-year services order with Instructure, Inc. for Canvas Cloud Subscription at an annual cost of $9,120.00.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**Curriculum Participation**  
Motion made by Dennis Ritter, seconded by Randy Burch, to approve the Participation Confirmation Agreement with Project Lead the Way to provide computer science and engineering curriculum and professional development for grades K-5 and 9-12.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.

**Lifestyle Fitness**  
Motion made by Michael Hess, seconded by Charles Shurr, to approve the Lifestyle Fitness course to be added to the High School Course of Studies.  
Roll call vote: Yes 8 No 0 Absent 1 (Darion)  
Motion carried.
Guest Teacher Program  
Motion made by Dennis Ritter, seconded by Michael Hess, to approve the district's participation in the Berks County Guest Teacher Program through the Berks County Intermediate Unit (BCIU) for the 2019-2020 school year at a cost of $900.00.
Roll call vote: Yes 8 No 0 Absent 1 (Darion)
Motion carried.

Digital Mailing System  
Motion made by Eric Johnson, seconded by Karl Nolte, to approve the lease of a digital mailing system from STR Business Solutions at a cost of $179.00 per month.
Roll call vote: Yes 8 No 0 Absent 1 (Darion)
Motion carried.

Adjournment  
Motion made by Jim Shrawder, seconded by Charles Shurr to adjourn the meeting at 8:16 p.m.
Motion carried unanimously.

Respectfully Submitted by,

Rikki L. DeVough
School Board Secretary
MCIU SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this 6th day of May 2019, by and between MONTGOMERY COUNTY INTERMEDIATE UNIT, a Pennsylvania intermediate unit, with its principal place of business at 2 West Lafayette Street, Norristown, Pennsylvania 19401 ("MCIU") and KUTZTOWN AREA SCHOOL DISTRICT, a Pennsylvania LEA, with its principal place of business at 251 Long Lane, Kutztown, PA 19530 ("Client").

BACKGROUND

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marcia Brenner Report Card Creator PowerSchool Plug-in</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Per Student Software License – One-time fee</td>
<td>1,300</td>
<td>$1.13</td>
<td>$1,469.00</td>
</tr>
<tr>
<td>2. Annual Support and Maintenance</td>
<td>1,300</td>
<td>$0.38</td>
<td>$494.00</td>
</tr>
<tr>
<td>3. Implementation and Training – One-time fee</td>
<td>1</td>
<td>$950.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>4. Installation /Activation – One-time fee</td>
<td>1</td>
<td>$75.00</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

Total $2,988.00

Term and Conditions:
1. All plug-ins are designed to work on a PowerSchool supported version.
2. Custom page management must be enabled to use plug-ins.
3. It is required that MBA is assigned a temporary user ID and password to PowerSchool for installation and activation of the Report Card Creator.
4. It is required that MCIU is assigned a user ID and password to PowerSchool for training and support of the Report Card Creator.

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

1. Rate. MCIU shall bill the client for this service provided to the Client pursuant hereto, based upon the total proposed cost of $2,988.00.
2. Term. The term of this Agreement shall be valid May 6, 2019 until May 5, 2020, subject, however, to the right of either party to terminate this Agreement upon thirty (30) days written notice to the other.
3. Independent Contractor. MCIU understands that in performing this Agreement, MCIU is acting in the capacity of an independent contractor, and the MCIU shall not be an agent, servant, partner, nor employee.
of the School. School hereby indemnifies and holds the MCIU, its agents, servants, employees, board members and assigns, harmless from any and all claims, assessments, or liabilities associated with any investigation, litigation or administrative action relating to the School's technology department or the School's utilization of certain software or hardware on its computers.

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

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

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

**Kutztown Area School District**

______________________________

Signature

______________________________

Printed Name

______________________________

Date

**Montgomery County Intermediate Unit**

______________________________

Signature

Stan H. Wisler  
Chief Financial Officer

______________________________

Date
Authority

The Board recognizes and encourages the right of administrative, professional and support employees, as citizens, to engage in political activity. However, district property and district time, paid for by taxpayers, may not be used for political purposes by district employees when performing assigned duties.

Employees shall not engage in political activities during assigned work hours on property under the jurisdiction of the Board.[1]

Collection and/or solicitation of campaign funds or campaign workers by employees is prohibited on school property during assigned working hours.

Use of students or staff for writing, addressing, or distributing partisan political materials is prohibited.

The following situations are exempt from the provisions of this policy:

1. Discussion and study of politics and political issues when applicable to the curriculum and appropriate to classroom studies.

2. Conduct of student elections and connected campaigning.

3. Conduct of employee representative elections.

4. The Superintendent, or his/her designee, engaging in political advocacy that furthers the mission and goals of the school district.

Questions regarding permitted conduct within the context of the Policy should be directed to the Office of the Superintendent.

Legal 1. 24 P.S. 510

Last Modified by Christian Temchatin on April 8, 2019
The Plans include (1) the “Pay As You Owe” option with zero ($0) upfront cost and damage repair fees to be paid in full as charged by the repair provider and (2) the “Deductible Plan” option with a $65 upfront insurance fee for Macbook laptops, reduced to $55 for students who did not have a repair claim during the 2018-2019 school year, and $15 upfront insurance fee for Chromebook laptops; prorated at semester two at ½ price. Damage repair fees not covered by the existing warranties will be assessed in the deductible amounts of $100 for Macbook laptops and $30 for Chromebook laptops. Students who exceed two (2) repair claims within one school year will be charged damage and repair fees in full as charged by the repair provider.
Date: 18 April 2019

Customer: Kutztown Area School District

Project: Scanning of Special Ed Records to Portable HDD

Deadline: Estimated three weeks from receipt

Description: KAHS has Student Records for conversion to digital images on portable HDD

Notes: Some files contain CD ROMs with scans of previous versions of the file. In those instances, the data will be transferred from the CD ROM to the portable HDD. The first instance of a file will be named LastName, FirstName File n where n is the next number in the sequence.

Customer Responsibilities:

- Kutztown Area School District [Customer] will identify, box, and label all materials for conversion
  - Customer will create a manifest of all materials sent.
- Customer will provide a person to act as liaison to answer all questions which arise.
- Customer will send the current portable HDD to IMR Digital so that the new images and metadata can be added to the data pool.
- Customer will review and sign off on all images and metadata within 30 days of receipt.

IMR Digital Responsibilities:

- IMR Digital will pick up and transport all materials to the West Hazleton conversion facility using company vehicles and couriers.
  - IMR Digital will log all materials into production tracking software upon arrival.
  - IMR Digital will notify customer of any discrepancies immediately.
- IMR Digital will prep all documents by removing all staples, fasteners, and clips, mending bent corners, and inserting any separator sheets, or finding aids.
- IMR Digital will scan all documents as 200dpi, bi-tonal, multi-page, .PDF images.
  - IMR Digital will transfer all data from CD ROM to the data pool on the portable HDD.
- IMR Digital will name the first instance of a file by LastName, FirstName, DOB (MMDDYYYY); all successive instances will be named LastName, FirstName File n where n is the next number in the sequence.
- IMR Digital will return all original materials, along with the portable HDD containing the images and metadata to Customer at the end of the project.

Shipping: Deliverables will be sent to:

Kutztown Area School District
Michele Morstatt, Administrative Assistant for Student Services
SBAP Coordinator
251 Long Lane
Kutztown, PA 19530
Tel: 610.683.3261 | Fax: 610.683.3492 | email: mmorstatt@kasd.org
Pricing:  

This is not a Fixed-Price bld. The quantities and totals shown below are the results of preliminary reviews and are for estimating purposes only.

The project will be invoiced on a Per-Unit basis; the Price-per-Unit will be fixed so long as there is not a substantial difference between the samples reviewed and the materials processed. The total Price invoiced will be the sum of the quantity of Units multiplied by the Price-per-Unit.

<table>
<thead>
<tr>
<th>Deliverable Description</th>
<th>Estimated Unit Price</th>
<th>Estimated Quantity</th>
<th>Estimated Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pick up or Delivery</td>
<td>$50.00/trip</td>
<td>2 trips</td>
<td>$50.00</td>
</tr>
<tr>
<td>Document Preparation</td>
<td>$40.00/hour</td>
<td>20 hours</td>
<td>$800.00</td>
</tr>
<tr>
<td>Scanning Special Ed Records</td>
<td>$0.07/image</td>
<td>10,760 images</td>
<td>$752.50</td>
</tr>
<tr>
<td>Data transfer from CD ROM</td>
<td>$3.75/CD ROM</td>
<td>10 CD ROMs</td>
<td>$37.50</td>
</tr>
</tbody>
</table>

Estimated Total: $1,840.00

- All estimated Units and Prices are based on information provided to IMR Digital by Kutztown Area School District.
- Unit quantities are estimates only, based upon initial review and/or information provided by Kutztown Area School District.
- The Total Price invoiced will be the sum of the quantity of Units processed, multiplied by the corresponding Price-per-Unit.
- Should the materials prove substantially different from the sample reviewed, resulting in a change of project scope, IMR Digital will inform Kutztown Area School District of this discrepancy and seek guidance regarding how to proceed with the project.
- Should the Unit quantities significantly exceed that estimated during preliminary review and information gathering, resulting in a change of project scope, IMR Digital will inform Kutztown Area School District of this discrepancy and seek guidance regarding how to proceed with the project.
- Should the project lend itself to completion and subsequent delivery of batches of deliverable materials, billings will be made on a per-delivered-batch basis, typically monthly.
- Neither party shall be liable for failure of or delay in performance of the tasks outlined herein if such failure or delay is due to causes beyond reasonable control, including but not limited to acts of God, labor disputes, or any other force majeure event.
- IMR Digital will honor this quote for 30 days from the date of this document.
Acceptance:  
I approve this quote and the activities and deliverables described herein.

By (Signed)

Chariton Temchums

Signatory Name

Assistant Superintendent

Signatory Title

April 24, 2019

Date of Signature

- Execution indicates acceptance of the terms, assumptions, and conditions herein.

Michael Glaser  
Sales Manager, Conversion Services  
Michael.Glaser@IMRDigital.com  
Office: 717.364.3777  Cell: 717.836.4346
FOR IMMEDIATE RELEASE
April 2, 2019

CONTACT FOR INFORMATION:
Robert Sproesser
rasproesser@msn.com

MEDIA RELEASE

The NRA Foundation Awards $3,293.00 to the Kutztown Area School District

Kutztown, PA -- The NRA Foundation has awarded the Kutztown Area School District a grant totaling $3,293.00 to fund Kutztown Area High School Rifle Team. "We are very excited about the grant," said Michelle Fister, head rifle coach, "and pleased that the NRA is making an investment in our community."

The grant is used to receive supplies and equipment in the amount listed which includes ammunition, cases, scopes, mats, and slings.

About the National Rifle Association
Established in 1871, the National Rifle Association is America’s oldest civil rights and sportsmen’s group. Five million members strong, NRA continues its mission to uphold Second Amendment rights and is the leader in firearm education and training for law-abiding gun owners, law enforcement and the military. Visit nra.org.

About The NRA Foundation
Established in 1990, The NRA Foundation, Inc. is a 501(c)(3) tax-exempt organization that raises tax-deductible contributions in support of a wide range of firearm-related public interest activities of the National Rifle Association of America and other organizations that defend and foster the Second Amendment rights of all law-abiding Americans. These activities are designed to promote firearm and hunting safety, to enhance marksmanship skills of those participating in the shooting sports, and to educate the general public about firearms in their historic, technological, and artistic context. More information about The NRA Foundation can be found online at www.nrafoundation.org.

About Friends of NRA
Friends of NRA is a grassroots fund-raising program that fosters community involvement to organize and, with help from NRA field staff, plan community events for firearms enthusiasts. All net proceeds from Friends of NRA events are allocated to The NRA Foundation, the leading charitable organization in support of the shooting sports. Through NRA Foundation grants for equipment, training materials, range improvements, and more, qualified local, state, and national programs receive aid to involve and inspire a new generation of competitive shooters. Learn more about Friends of NRA at www.friendsofnra.org.
Reading Area Community College (RACC) administers the Dual Enrollment program to provide qualified high school students the opportunity to simultaneously earn college credits while completing approved courses at their high school. Dual Enrollment, as defined by RACC: Courses approved for dual credit are taught by high school faculty at the high school during regular school hours. RACC’s program offers a wide range of course options that introduce students to the challenges of college-level work and prepares them to make a successful transition to post-secondary education. RACC faculty and administration work in cooperation with the administration and faculty at participating high schools to ensure the program meets its goals of providing college-level teaching and learning to dual enrollment students. Dual enrollment courses are offered mainly to sophomore to senior students with some freshman course offerings. In all cases, students’ college readiness is reviewed and approved by high school and college officials.

Course Guidelines

1. The courses that will be offered in this program will be determined through mutual agreement between the high school and Reading Area Community College. Should the College’s curriculum (master course syllabus) change, the high school will be notified so that such changes can be incorporated for the upcoming academic year or semester.

2. All courses offered through the Dual Enrollment Program must meet the standard contact hour requirement as required by Reading Area Community College.

3. Most courses offered would be typical freshman-level classes found in first or second year college curricula. In some cases, however, the College and the high school may offer certain occupationally specific courses with appropriate approval. These courses will be part of a two-year (A.A.S.) or certificate program at Reading Area Community College.

4. All Dual Enrollment courses, instructors, and textbooks must be approved by the appropriate Academic Division at Reading Area Community College before a course can be considered for equivalent credit. The high school instructor must follow the master syllabus provided by RACC, and the individual instructor syllabus must be approved by the Academic Deans.

5. The Director of Academic Partnerships in collaboration with the Assistant Deans must approve changes of instructor.

6. The College reserves the right to cancel a class due to insufficient enrollment.

7. In the event the Director of Academic Partnerships cannot perform the duties related to RACC’s dual enrollment policy, the Senior Vice President of Academic Affairs/Provost may appoint a designee in his/her stead from a member of the Academic Team.
Dual Enrollment Agreement with
Kutztown School District
2019-2020 Academic Year

Instructor Guidelines

1. All high school instructors teaching RACC courses within participating school districts must possess the same degree qualifications and criteria as applied to RACC adjuncts.

2. The requirements (assignments, tasks, and assessments) specified in the high school instructors’ individual syllabi must fulfill the course competencies of the master syllabi. If the Academic Division requires specific performance objectives, the instructors’ individual syllabi must also include those performance objectives.

3. At the start of the academic year, high school instructors are to submit course syllabi to their guidance counselors, who forward these to RACC’s Academic Affairs Office for review by an appropriate Academic Division.

4. All high school instructors will teach with a Division approved text.

5. High school instructors or high school representative will post grades on Self Service by the end of the academic year.

6. All high school instructors will participate in RACC program assessment as part of Middle States accreditation.

7. Any remuneration of high school instructors is the responsibility of the school district.

Student Guidelines

1. College credit will be awarded by Reading Area Community College to participating students upon successful completion of all course work. These courses have the same academic rigor and meet all College standards in the same manner as regularly scheduled RACC classes.

2. All students who enroll in RACC courses at participating high schools are required to demonstrate academic readiness for college-level course work. One or more measurements such as RACC placement test, SAT or standardized test score, high school transcript, and/or high school teacher recommendation will be used for determining student readiness.

3. Students must declare their intention to earn RACC credit through the Dual Enrollment course(s) prior to the registration deadline.

4. Students/parents are responsible for all tuition charges for Dual Enrollment course(s).

5. Students enrolled in Dual Enrollment courses must follow the policies and regulations of the high school and Reading Area Community College. These include, but are not limited to, withdrawal deadlines, drop/add dates, and refund guidelines. Adherence to these policies includes the completion and submission of RACC forms as appropriate.
Dual Enrollment Agreement with Kutztown School District 2019-2020 Academic Year

The College uses the following grading system:

<table>
<thead>
<tr>
<th>Letter Grade</th>
<th>% of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>93% or higher</td>
</tr>
<tr>
<td>A-</td>
<td>90-92%</td>
</tr>
<tr>
<td>B+</td>
<td>87-89%</td>
</tr>
<tr>
<td>B</td>
<td>83-86%</td>
</tr>
<tr>
<td>B-</td>
<td>80-82%</td>
</tr>
<tr>
<td>C+</td>
<td>77-79%</td>
</tr>
<tr>
<td>C</td>
<td>70-76%</td>
</tr>
<tr>
<td>D+</td>
<td>67-69%</td>
</tr>
<tr>
<td>D</td>
<td>60-66%</td>
</tr>
<tr>
<td>F</td>
<td>below 60%</td>
</tr>
</tbody>
</table>

At the conclusion of each semester, students can access their grades through Self-Service.

**Tuition Guidelines**

- Participating students will be charged the prevailing tuition rate for academic year 2019-2020, $99.00 per credit, but will not be charged any fees.

Superintendent of Schools Date RACC President Date

President, School Board Date RACC Vice President/Provost Date
AGREEMENT

THIS AGREEMENT MADE this 2nd day of May, 2019 by Kutztown Area School District, hereinafter referred to as “School District”, with a principal address at 251 Long Lane, Kutztown, PA 19530, and RICHARD J CARON FOUNDATION, with a principal address at P.O. Box 150, Wernersville, PA 19565, hereinafter referred to as "Provider" (each a “Party;” collectively, the “Parties”).

WHEREAS, the School District provides educational and related services to students; and

WHEREAS, Provider provides certain student assistance program services to students (the “Services”, as identified herein); and

WHEREAS, the Parties intend that Provider will provide the Services for students being educated by the School District.

WITNESSETH:

In consideration of the mutual covenants and Agreements, School District and Provider agree as follows:

1. Work statement, general conditions. Provider shall perform for School District the Services as identified in Exhibit A, Exhibit B, and Exhibit C, hereto, which are incorporated herein by reference and made part of this Agreement.

2. Term. The term of this Agreement shall be from the period of July 1, 2019 through June 30, 20, unless sooner terminated in accordance with Paragraph 12 below.

3. Payment. In consideration for the services of Provider, School District shall pay to Provider in accordance with the Fee Schedule attached hereto as part of Exhibit A.

4. Insurance.

   (a) In connection with the provision of services, Provider, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, the insurance coverage required by this Paragraph 4, and shall provide proof of such insurance as requested by School District.

   1. A policy of worker’s compensation insurance, in amounts required by law, covering all officers, employees and agents of Provider who are in any way engaged in or connected with the performance of the services hereunder and employer’s liability insurance in an amount of not less than Five Hundred Thousand Dollars ($500,000).
2. A policy of comprehensive general liability insurance with broad form property damage endorsement, personal injury coverage, affording protection in an amount of not less than One Million Dollars ($1,000,000) per incident and Three Million Dollars ($3,000,000) in the aggregate, with respect to personal injury, death, or damage to property.

3. A policy of professional liability insurance with such policy to afford protection to the limit of One Million Dollars ($1,000,000) with respect to any one occurrence and Three Million Dollars ($3,000,000) in the aggregate, covering all officers, employees, or agents of Provider who are in any way engaged in or connected with the performance of services.

4. If a motor vehicle or automobile is to be used by Provider in performing the services, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement, whether owned or non-owned, covering all officers, employees or agents of Provider who are in any way engaged in or connected with the performance of the services using a motor vehicle or automobile.

(b) School District, at its own cost and expense, shall obtain and maintain in force during the term of this Agreement, insurance coverage for the activities and obligation of the School District under this Agreement, to the maximum extent required or permitted by law, and shall provide proof of such insurance as requested by Provider.

5. Indemnification.

(a) School District. School District shall defend, indemnify and hold Provider, its officers, employees and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performances of this Agreement but only to the extent consistent with the terms of the Pennsylvania Political Subdivision Tort Claims Act as set forth in 42 Pa. C.S.A. § 8541 et. seq. Nothing in Paragraph 5 (A) shall be deemed to have contractually waived, modified, or altered the provisions of in 42 Pa. C.S.A. § 8541 et. seq.

(a) Provider. Provider shall defend, indemnify and hold School District, its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, employees, or agents.

6. Entire agreement. This Agreement and its exhibits which are hereby incorporated herein by reference, contains the entire agreement of the parties with respect to the subject
matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

7. Prohibition against assignment. Neither party may assign any part of this Agreement without the prior written approval of the other party.

8. Child protective services. Provider hereby warrants that in providing the Services, Provider, including its employees and agents, shall comply with the Pennsylvania Child Protective Services Law, 23 Pa. C.S.A. Chapter 63 and ACT 126 of 2014 which amended the Pennsylvania School Code of 1949 (the “Laws”). Specifically, Provider shall require its employees and agents to report or cause a report to be made regarding suspected child abuse based on a reasonable cause to suspect such abuse based on professional or other training in compliance with the Laws and with Provider regulations. In no event will School District seek to limit or prevent a suspected child abuse report made or to be made by the Provider, and waives any claim against Provider with respect to Provider’s reporting decision-making and actions pursuant to the Laws.

9. Confidentiality. Each Party shall protect the confidentiality of all protected health information (“PHI”) regarding any person who is or has received a comprehensive behavioral health assessment by Provider or otherwise in compliance with the Health Insurance Portability and Accountability Act (“HIPAA”), the federal Drug and Alcohol Confidentiality Law, 42 U.S.C. 290dd-2, and the regulations at 42 C.F.R. Part 2 (the “Part 2 Requirements”), the Family Educational Rights and Privacy Act (to the extent applicable) and any other applicable federal and state law. School District shall provide to Provider any law and guidelines applicable to the confidentiality of PHI as applied to School District and to Provider as a subcontractor to School District. The Parties shall comply with the Terms of Confidentiality of Agreement of Protected Health Information at Exhibit C attached hereto.

10. Non-discrimination. During the term of this Agreement, Provider agrees as follows:

   (a) Provider shall not unlawfully discriminate against any employee, applicant for employment, independent contractor, recipients of services, or any other person because of sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran’s status, disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual [or affectional] orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected group.

   (b) Provider shall in advertisements or requests for employment placed by or on its behalf state all qualified applicants will receive consideration for employment without regard to their sex, pregnancy, age, race, color, religion, creed, national origin, ancestry, citizenship, immigrant status, military status, veteran’s status, disability, handicap, atypical heredity cellular or blood trait, genetic information, sexual [or affectional] orientation, gender identity, marital status, family status, domestic partner or civil union status or membership in any other protected group.
11. Independent capacity of Provider. The parties hereto agree that Provider and any agents and employees of Provider, in the performance of this Agreement shall act in an independent capacity and not as officers, employees or agents of School District.

12. Modification. No alteration, variation, amendment, modification or waiver changing the scope, or other terms and conditions of this Agreement and its exhibits, including but not limited to with respect to services rendered, budget items, the special conditions of provisions enumerated, shall have any force or effect unless it is pursuant to a written and signed agreement by both parties. There shall be no oral modifications to this agreement nor may Paragraph 12 be waived.

School District must choose one option listed in Exhibit A and indicate number of days per week if appropriate.

Option: A

Number of days per week (if choosing A): 5 days at $38,623

This Agreement is subject to and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, the parties hereunto have caused this Agreement to be signed and attested to by their duly authorized officers as of the day and year herein above set forth.

SCHOOL DISTRICT
By: ____________________________
Its: ____________________________
Date: __________________________

RICHARD J CARON FOUNDATION
By: ____________________________
Its: ____________________________
Date: __________________________
BERKS COUNTY FEE SCHEDULE

Option A: Rates are based on a standard school year.

SAP Specialist Services:

<table>
<thead>
<tr>
<th>Hours of Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.5 day/week</td>
<td>$4,851</td>
</tr>
<tr>
<td>1 day/week</td>
<td>$7,883</td>
</tr>
<tr>
<td>1.5 days/week</td>
<td>$12,734</td>
</tr>
<tr>
<td>2 days/week</td>
<td>$15,688</td>
</tr>
<tr>
<td>2.5 days/week</td>
<td>$20,516</td>
</tr>
<tr>
<td>3 days/week</td>
<td>$23,416</td>
</tr>
<tr>
<td>3.5 days/week</td>
<td>$28,219</td>
</tr>
<tr>
<td>4 days/week</td>
<td>$31,065</td>
</tr>
<tr>
<td>4.5 days/week</td>
<td>$35,844</td>
</tr>
<tr>
<td>5 days/week</td>
<td>$38,623</td>
</tr>
</tbody>
</table>

***Additional hours, above 32.5 hours/week, are available. Cost available upon request***

Assessments will be billed directly to the Council on Chemical Abuse, contingent upon the receipt of funding from the state. The rates listed above assume reimbursement from the Council on Chemical Abuse for assessment services in addition to the fee paid by the school district.

Option B: Fee for Service

Assessments Available to students in fifth through twelfth grades. Assessments are not available to students in kindergarten through fourth grade. In lieu of assessments, family consultations are available to provide resources and direct referrals as needed.
Assessments, including collateral time, will be billed directly to the Council on Chemical Abuse, contingent upon the receipt of funding from the state.

Team Meetings $40.00/ hour

Team meetings will be billed directly to the Council on Chemical Abuse, contingent upon the receipt of funding from the state, up to 2 team meetings per school building per month. Attendance at additional meetings will be billed to the school district.

Maintenances

Maintenances will be billed directly to the Council on Chemical Abuse, contingent upon the receipt of funding from the state. If funding is not available, 1 maintenance per school district will be included with signed agreement. Additional maintenances will be billed to the school district.

Additional Services Available: Services are customized to meet the unique needs of each school environment. Rates will be agreed upon and an additional letter of agreement will be signed by both parties prior to delivery of services.

Assembly Programs

Classroom Presentations

Faculty Presentations

Parent Presentations

Prevention Education

Recovery Care Support

Student Leader Training

Support Group Facilitation
1. Description of Provider Agency Responsibilities. Provider agrees to adhere to all related federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services and any other statutory or regulatory provisions pertaining to the Student Assistant Program (“SAP”). Additional responsibilities of Provider include:

   (a) Provider contact: Provider supervisor, Jessica Kase, can be contacted at 610-743-6117 should the need arise.

   (b) Provider agrees to designate a qualified liaison (bachelor’s level minimum) to provide SAP services to School District. The SAP liaison acts as an ad hoc member of the SAP Core Team. The SAP liaison for School District is Emily Herr. The SAP liaison will attend a minimum of 2 meetings per month for the purpose of consultation, recommendation, referral, case management and follow up services.

   (c) The SAP liaison will provide site-based comprehensive behavioral health assessments if recommended by the SAP Core Team and written parent/guardian permission is secured. The SAP liaison will secure releases of information from the student prior to disclosing information to School District and/or agencies involved with student referral. If appropriate releases cannot be obtained, the SAP liaison will not complete the comprehensive behavioral health assessment.

   (d) The SAP liaison will provide follow-up with parent/guardian and student. Every effort will be made to facilitate a site-based, face-to-face meeting with parent/guardian.

   (e) The SAP liaison may provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or psycho-educational groups as requested by School District.

   (f) The SAP liaison may provide postvention assistance to SAP Core Teams, students, family, and faculty with significant events that would adversely affect the school and community (i.e. student death or other tragic event) as requested by School District.

   (g) Provider may provide technical assistance to the SAP Core Team regarding best practices for SAP and policy development as per state standards and guidelines as requested by School District.
2. **Description of School District Responsibilities.** School District agrees to comply with all federal, state, and local laws pertaining to the delivery of mental health and drug and alcohol rehabilitation services within School District, including but not limited to the Family Education Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Act (PPRA). School District also agrees to provide a SAP Core Team that complies with the BEC 24P.S. 15-1547 for membership, training, common planning times, and ongoing maintenance. Additional responsibilities of School District include:

(a) School District will designate a contact person between the SAP Core Team and Provider to ensure effective communication. School District’s contact will be George Fiore and can be reached at (610) 683-7361.

(b) School District will provide access to safe and private space with a telephone in the school where the SAP liaison can provide services. School District will provide for secure storage of student records and adhere to SAP confidentiality provisions.

(c) School District will provide copies of School District’s alcohol, tobacco, and other drug policy, suicide/mental health crisis policy, school calendar, schedule of special activities, and any other school policies that may affect SAP services.

(d) School District will contact parent/guardian of identified students in order to explain referral, gather information, and obtain permission to involve student in SAP services.

3. **Conflict Resolution Process.** Should there be a conflict between School District and Provider, the conflict resolution process should work through the levels as follows:

(a) Step One: Members of the School District and Provider Specialist meet to discuss conflict.

(b) Step Two: School Building Administrator and Provider Administrator meet.

(c) Step Three: School District Central Office Administrator and Single County Authority meet.
(d) Step Four: Chief School Administrator, Office of Drug and Alcohol Programs Representative, and Pennsylvania Network for Student Assistance Services’ Regional Coordinator meet.

(e) Step Five: Commonwealth Student Assistance Program Interagency Committee meets.
EXHIBIT C

TERMS OF CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

The Parties agree that the protection of information regarding any person who is or has been involved in the Student Assistance Program ("SAP") is an ethical and legal obligation. Accordingly the Parties agree as follows:

1. School District. School District shall comply with applicable laws governing consent for substance abuse care, including but not limited to the written consent for the disclosure of the student’s personal information to Provider. Except as provided herein, all records generated by the SAP with respect to individual students, are records of School District, the retention and disclosure of which shall be governed by applicable federal and state laws, including but not limited to the Family Education Rights and Privacy Act of 1974 (FERPA), Protections of Pupil Rights Law (HATCH Amendment 2002), and Health Insurance Portability and Accountability Act (HIPAA). School District shall provide Provider with a copy of written parent/guardian permission for Provider’s records.

   a. The Records generated by School District’s SAP Core Team, with respect to individual students, are and shall be the property of School District. School District shall provide for secure storage of student records.

2. Provider SAP Services. When School District refers a student (with appropriate written parent/guardian permission) to Provider, Provider shall offer a) a student assessment and/or b) group discussion for participants related to student assistance program-related issues (the “SAP Services”). The Parties recognize that as a substance abuse health care provider, Provider is governed by federal and state law regarding the confidentiality of patient information related to the services provided, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), federal regulations governing the confidentiality of drug and alcohol services (42 CFR Part 2), and state laws governing the confidentiality of mental health and substance abuse information and records (“Records”).

   a. Provider shall obtain written consent for participation in the SAP Services offered by Provider from the parent/guardian for services pursuant to applicable laws. Provider shall obtain written Consent to Release or Obtain Confidential Information from the student when a student assessment is recommended by the SAP team. The consent may permit disclosure of Recommendations and Pertinent Information to additional parties, such as the student’s parent/guardian, School District SAP team, the student’s physician or therapist. School District shall not have access to the Records.

   b. The Records generated by Provider related to the SAP Services are and shall be the property of Provider. Provider shall store Records related to the SAP Services for ten (10) years or otherwise as required or permitted under law, at which time Provider shall destroy such Records.
c. Provider staff leading group discussions ("Specialists") shall observe all applicable confidentiality school laws related to the disclosure of health, safety, and welfare of students. Specialists may also provide informal services following group discussions with students to ensure their health, safety, and welfare. Such follow-up shall be protected by applicable confidentiality school laws. Specialists will engage School District faculty in accordance with School District policy and procedures as appropriate when the health, safety, and welfare of a student is of concern in accordance with applicable confidentiality school laws. Specialists shall explain to students the importance of observing confidentiality in group sessions. Specialists shall not be liable for any disclosures by students.

d. On occasion, Specialists may be shadowed by Specialists-in-training or supervisors, who shall be subject to the same confidentiality protections stated herein.

3. Provider Treatment Services. A Specialist may recommend further treatment for a student, including inpatient or outpatient treatment at Provider’s facility. If the student, with or without parent consent in accordance with law, chooses to seek further treatment from Provider, Provider shall obtain appropriate, additional consents which may include consent to Provider and School District to disclose Records from the student’s participation in the SAP.

4. Training: Provider shall provide qualified Specialists and appropriately train Specialists and other staff related to SAP functions, including but not limited to the SAP Services; documenting student participation in the SAP Services in accordance with accepted standards; mandated reporting; supervision; shadowing; and applicable confidentiality laws.
April 30, 2019

David J. Miller
Acting Business Administrator
Kutztown Area School District
251 Long Lane Road
Kutztown, PA 19530-9693

Now Is the Time to Renew Your Coverage

Thank you for your business during the past year. We value our relationship and look forward to our continued role in providing service to you and your employees. Capital BlueCross is committed to providing you with the best value in healthcare, a broad choice of benefit programs, an extensive provider network, and excellent service.

You Need To Take Action

Your benefits renew beginning July 01, 2019.

- We know that every employer is concerned with receiving the best value for every dollar spent on healthcare benefits. That is why we continue to evaluate and modify our benefit plans to ensure they promote high quality of care and cost efficiency and provide maximum value for your members. Now is the time to discuss benefit plan designs with your account executive or producer so that they meet your needs and the needs of your employees.

Capital BlueCross Does More

Effectively helping employees to better manage their health is central to all we do. Chronic disease continues to be a priority because it affects the quality of people’s lives and their pocketbooks. That is why we work with you and our providers to help employees and their families. Our innovative programs and services help employees when they are sick and help them get healthy and stay healthy. We also have special programs that support employees with chronic medical conditions so they can get back on track and be more productive. Our programs deliver tangible results you can see and measure.

We have one of the largest provider networks in our service area, which means lower benefit costs for employers, with fewer out-of-pocket expenses for your employees. Regardless of where your employees and their dependents live, work, or travel, a provider network is available through our affiliation with BlueCard®. BlueCard is a national program that allows members enrolled under one Blue Plan to obtain healthcare benefits within another Blue Plan’s service area simply by presenting their member Identification Card at the time of service.

If you don’t currently offer dental and vision coverage for your employees, we have included information about BlueCross Dental and BlueCross Vision for your consideration. BlueCross Dental has everything your employees need to receive good oral care and live healthy. You can earn up to two months of dental premium/fee holidays (i.e., premium/fee credits) by adding a BlueCross Dental plan to your medical plan from the Capital BlueCross family of companies. BlueCross Vision offers a variety of plan designs, including discount plans, to help your employees save money when visiting the eye doctor.

In addition to health, dental and vision, you can offer affordable supplemental products – like life insurance and income protection – that give your employees the security they need to take care of their families.

Capital BlueCross knows the importance of getting the job done for our customers. As healthcare continues to change, you can always count on our commitment to provide the best value in healthcare benefit programs and the highest quality service.

Healthcare benefit programs issued or administered by Capital BlueCross and/or its subsidiaries, Capital Advantage Insurance Company®, Capital Advantage Assurance Company®, and Keystone Health Plan® Central. Independent licensees of the BlueCross BlueShield Association. BlueCross Dental and BlueCross Vision are issued by Capital Advantage Assurance Company. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.

Life and disability policies are offered by Dearborn National Life Insurance Company and Companion Life Insurance Company. Both are solely responsible for life and disability coverage.

1097532-01
Benefit Plan Renewal
For
Kutztown Area School District

Renewal Date
July 1, 2019

Please contact your account executive for additional information about Capital BlueCross benefit programs and services.

Craig Abernathy, Senior Account Executive
Phone: (717) 541-7388
Email: Craig.Abernathy@capbluecross.com

The health benefit programs covered by this renewal may not cover all of your healthcare expenses. Read your contract carefully to determine which healthcare services are covered.

Healthcare benefit programs issued or administered by Capital BlueCross and/or its subsidiaries, Capital Advantage Insurance Company®, Capital Advantage Assurance Company®, and Keystone Health Plan® Central. Independent licensees of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.
### Rate Summary
#### Renewal of Program Design(s)

Kutztown Area School District  
00524173  
July 1, 2019

<table>
<thead>
<tr>
<th>Program Design Option(s)</th>
<th>Monthly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Program Accepted</td>
</tr>
<tr>
<td>Current Programs</td>
<td>BlueCross Vision BCVE3*</td>
</tr>
</tbody>
</table>

Price does not include non-core health and wellness programs.

*This rate is guaranteed through 06/30/2020. (The vision rates are valid as long as the group maintains coverage for medical and/or non-voluntary dental with CBC)

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Note: Signature below denotes acceptance of programs checked above.

Photocopies, portable document formats (pdf) and/or facsimiles of this executed document shall be as valid as the original.

I, ________________________________, attest that I am a duly authorized representative having the legal capacity to sign on behalf of Kutztown Area School District, and do hereby accept the renewal received from Capital BlueCross and/or its subsidiaries listed below. I understand that I am accepting the rates listed above, and that this renewal will be controlled by the terms and conditions set forth in this renewal and in the standard Group Contract currently in effect until the parties have entered into a signed written agreement. Renewal rates are subject to change if this acceptance is not returned to Capital BlueCross, Capital Advantage Insurance Company, Capital Advantage Assurance Company and/or Keystone Health Plan Central 30 days in advance of the renewal date. Pursuant to the Group Contract, the renewal rates will be applicable for a period of 12 months from the renewal date.

**ERISA Plan Year End Date is: N/A**

If I choose multiple dental and/or multiple vision programs, I attest that I have provided my benefit-eligible employees with benefit and cost information on these options and have given these employees the opportunity to enroll in the option(s) of their choice.

---

Signature  
Date

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Rate Summary Form should be signed and returned to your account executive or producer by June 1, 2019.**

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Healthcare benefit programs issued or administered by Capital BlueCross and/or its subsidiaries, Capital Advantage Insurance Company®, Capital Advantage Assurance Company®, and Keystone Health Plan® Central. Independent licensees of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.
Insured Renewal
Terms and Conditions For
Kutztown Area School District

The renewal rates will be guaranteed for 12 months from the renewal date, subject to the provisions for adjustment shown below, unless otherwise specifically agreed to in writing and provided that the program acceptance form is received by Capital BlueCross 30 days before the renewal date.

BlueCross Dental Premium Holiday Offer
The BlueCross Dental premium holiday offer is available to new Capital BlueCross medical groups that purchase BlueCross Dental and existing Capital BlueCross medical groups that add BlueCross Dental to their benefits package. A credit equal to one month of the group’s dental premium will be applied to the group’s invoice about 75-90 days after the start of the initial contract period. When the group renews its Capital BlueCross medical and dental plans, a second credit equal to one month of the group’s dental premium will be applied to the group’s invoice about 75-90 days after the start of the renewal period. Contact your tax professional and/or legal counsel for direction on how the credit may be used or with questions on how it may impact your tax liability.

Change in Benefits
The renewal rates are based on the benefit designs contained in the group contract and as modified by any benefit design changes identified by Capital BlueCross in this renewal package.

Changes Prescribed by Law
Capital BlueCross reserves the right to modify rates included in this renewal in the event that at any time on or after the renewal date, federal or state laws or regulations are adopted which: (1) affect benefits, operations, provider relationships or medical/referral management arrangements; (2) affect either party’s obligations under this agreement; or (3) result in new taxes or surcharges.

Changes in Enrollment and Other Information
Renewal rates have been developed using information provided by the group, including enrollment information, the age of the group’s members, Medicare-eligibility of members and similar information. In the event any such information provided by the group proves to be inaccurate or incomplete, Capital BlueCross reserves the right to revise rates accordingly. If actual enrollment changes by 10 percent or more at any time during the contract year, Capital BlueCross reserves the right to adjust the rates accordingly. Capital BlueCross will give written notice to the group of any premium rate change prior to the effective date of the increase, unless a change in law or regulation makes reasonable advance notice impractical.

Nonpayment of Premium and Future Coverage
If a group does not pay the applicable premiums when due and coverage is terminated, Capital BlueCross reserves the right to require that the group pay all past due premiums owed to any issuer in the Capital BlueCross family of companies for the prior 12 month period before new coverage will be issued. Premium payments made for new coverage will be first applied toward past due premiums.

HSA with HRA Stacking
If the group chooses coverage for its members that is funded by a Health Savings Account (HSA) in conjunction with a Health Reimbursement Arrangement (HRA) (i.e., an HSA with HRA stacked funding arrangement), Capital BlueCross cannot administer the program unless Capital BlueCross or its preferred vendor is the administrator of the HRA. Capital BlueCross reserves the right to deny coverage under a stacked funding arrangement that does not comply with this requirement.
Additional Information
On behalf of Capital BlueCross, specific vendors assist in the administration of various programs. We continually evaluate vendor capabilities. As separate companies, the vendors are solely responsible for their programs. Vendor products and services are not Capital BlueCross products and services. Vendors are subject to change at Capital BlueCross’ discretion.

Refer to your group contract for additional information concerning the terms and conditions of your agreements.
Exhibit I

Renewal Financial Detail

Kutztown Area School District

Program Renewal Date

July 1, 2019
Summary of Rates
Renewal Healthcare Benefit Programs
Kutztown Area School District
00524173
Renewal Date: July 1, 2019

<table>
<thead>
<tr>
<th>Program</th>
<th>Current Average Monthly Expense</th>
<th>Renewal Average Monthly Expense</th>
<th>Percentage Change (Renewal vs. Current)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BlueCross Vision</td>
<td>$2,592</td>
<td>$2,592</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

GRAND TOTAL $2,592 $2,592 0.00%

This financial summary is based on providing benefits similar to your current program.

Current monthly amounts shown are for illustrative purposes only and are used solely to estimate the overall projected rate change. The average monthly amounts shown do not represent actual amounts for any given month, but rather are based upon current contract counts (e.g., employees) and type of coverage (i.e., subscriber, subscriber and spouse, family) by type of product selected.

Healthcare benefit programs issued or administered by Capital BlueCross and/or its subsidiaries, Capital Advantage Insurance Company®, Capital Advantage Assurance Company®, and Keystone Health Plan® Central. Independent licensees of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.
Exhibit II

Benefit Program Highlights

Highlight sheets included with this renewal package outline the benefits as of program renewal date.

If you modify any of the program's benefit, updated highlight sheets may be needed to accurately reflect your benefits.
## HIGHLIGHTS

Benefit frequencies are based on date of service

<table>
<thead>
<tr>
<th>Examination</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Once every 12 months</td>
<td>100%</td>
<td>$32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Lens Evaluation and Fitting</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Once every 24 months</td>
<td>$20 daily; $30 extended</td>
<td>$20 daily; $30 extended</td>
</tr>
</tbody>
</table>

**Frames**

**EyeGlass Lenses (per pair)**
- Single Vision Standard Lenses
- Bifocal Standard Lenses
- Trifocal Standard Lenses
- Aphakic/Lenticular Standard Lenses

**Contact Lenses**
- Disposable (unlimited boxes)
- Conventional including, but not limited to: Hard/soft daily wear and spherical
- Specialty lenses including, but not limited to: bifocal, toric or gas permeable
- Medically necessary (per pair)

**Lens Options**
- Solid Tint
- Fashion / Gradient Tint
- Standard Scratch-Resistant Coating
- Ultraviolet Coating
- Standard Anti-reflective Coating
- Glass Photogrey
- Polarized
- Standard Progressive Lenses
- Premium Progressive Lenses
- Transitions
- Polycarbonate Standard Lenses (age 19 and older)
- Blended Bifocal (Segment)
- High Index

**Value Added Benefits**

The value added benefits listed below are the responsibility of the member, but are discounted when provided by participating providers.

### ADDITIONAL SUPPLIES

<table>
<thead>
<tr>
<th>Additional purchases of lenses and frames (excluding any contact lenses) at time of service</th>
<th>Retail less 20%</th>
<th>No discount</th>
</tr>
</thead>
</table>

### LASIK SURGERY

Surgery must be through participating providers

<table>
<thead>
<tr>
<th>Retail Discount</th>
<th>No discount</th>
</tr>
</thead>
</table>
Value Added Plus provides discounts on additional purchases during the benefit period after the insured benefits have been exhausted. Costs associated with the services and materials listed below are the responsibility of the member. Valid at participating providers only.

Benefit frequencies are unlimited

### SERVICE AND MATERIALS

<table>
<thead>
<tr>
<th>VISION EXAMINATION</th>
<th>Member cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance after $10 Discount</td>
<td>35% off retail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FRAMES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Vision Standard Lenses</td>
<td>$35</td>
</tr>
<tr>
<td>Bifocal Standard Lenses</td>
<td>$55</td>
</tr>
<tr>
<td>Trifocal Standard Lenses</td>
<td>$70</td>
</tr>
<tr>
<td>Aphakic/Lenticular Standard Lenses</td>
<td>$70</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EYEGGLASS LENSES (per pair)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Vision Standard Lenses</td>
<td>$35</td>
</tr>
<tr>
<td>Bifocal Standard Lenses</td>
<td>$55</td>
</tr>
<tr>
<td>Trifocal Standard Lenses</td>
<td>$70</td>
</tr>
<tr>
<td>Aphakic/Lenticular Standard Lenses</td>
<td>$70</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT LENSES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposable (unlimited boxes)</td>
<td>10% off retail</td>
</tr>
<tr>
<td>Conventional including, but not limited to: Hard/soft daily wear and spherical</td>
<td>15% off retail</td>
</tr>
<tr>
<td>Fitting &amp; Follow up</td>
<td>10% off retail</td>
</tr>
</tbody>
</table>

### LENS OPTIONS

| Ultraviolet Coating | $12 |
| Tint (Solid & Gradient) | $12 |
| Scratch-Resistant Coating (Standard) | $15 |
| Polycarbonate (Standard) | $35 |
| Anti-Reflective Coating (Standard) | $45 |
| Polarized | $75 |
| Transitions (Standard) | $65 (Single vision) |
| | $70 (bifocal or trifocal) |
| Standard Progressive Lenses | $50+ Bifocal or trifocal lens charge |
| Additional supplies | 20% off retail |

*Programs are subject to change. This is not a contract.* This information highlights vision benefits and is not intended to be a complete list or complete description of available services. Contact your employer, marketing representative, or broker for additional benefit details.

*1*Discounted amounts do not apply to Walmart/Sam’s Club. Discounted amounts may vary and may not be honored at all optical retailers. Contact your provider’s office to verify their participation in honoring additional discounts.

*Deductibles, coinsurance and copayments under this program are separate from any deductibles, coinsurance and copayments described in your company’s other health benefits coverage.*

**Paper claims may be submitted to the following address: National Vision Administrators; P.O. Box 2187; Clifton, New Jersey 07015.**

On behalf of Capital BlueCross, National Vision Administrators, LLC (NVA®) provides the network and assists in the administration of network management services for the BlueCross Vision benefits program. NVA is an independent company.

*Benefits are issued by Capital Advantage Assurance Company®, a subsidiary of Capital BlueCross. Independent licensee of the BlueCross BlueShield Association.* Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.
CALL TO ORDER
The meeting of the Joint Operating Committee was held at the East Campus of the Berks Career and Technology Center in Oley, PA on Wednesday, March 27, 2019. The meeting was called to order by Chairperson Manbeck at 7:35 PM.

ATTENDANCE
Present: Mr. David Lewis, Mr. John Tomasi, Mr. Michael Wolfe, Dr. Sharon McLendon, Ms. Caryn Friedlander, Mr. Andrew Raugh, Dr. Jay Melvin, Mr. John Burdy, Mr. Edward Case, Mr. Oscar Manbeck, Mr. William Carl, Dr. Charles Shurr, Mr. Gary Reinert, Mr. Robert Heckman and Mr. Walter Saylor

Absent: Mr. Christopher McCaffrey and Ms. Christine Osborn

Staff: Dr. James Kraft, Mr. John Reedy, Mr. Kyle Follweiler, Mr. Ken Kryder, Mr. Kent Shirk, Mr. Michael Stauffer, Dr. Jill Hackman, and Ms. Wendy Sigourney

Solicitor: Mr. James Mancuso, Esq.

Press: None

Guest(s): None

PLEDGE OF ALLEGIANCE
The meeting began with the Pledge of Allegiance to the Flag.

EXECUTIVE SESSION
Personnel matters were discussed during this time.

RECEIPT OF BIDS
None

APPROVAL OF MINUTES
A motion was made by Dr. Melvin and seconded by Mr. Carl to approve the meeting minutes of February 27, 2019 as presented.

Yeas: Fifteen. Nays: None. Motion carried.

RATIFICATION AND APPROVAL OF BILLS
A motion was made by Mr. Reinert and seconded by Mr. Carl to approve the General Fund bills as presented.

Upon roll call, the vote was recorded as follows: Yeas: Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. Nays: None. Motion carried.
**Acceptance of Financial Reports**

A motion was made by Mr. Reinert and seconded by Dr. Melvin to approve the Financial Reports of the BCTC General Fund, Capital Reserve Fund, Activity Fund, and Cafeteria Fund as presented.

Upon roll call, the vote was recorded as follows: Yeas: Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. Nays: None. Motion carried.

**Investment of Funds**

None

**Communications**

Correspondence dated February 26, 2019, was received from Dr. Lorraine Sakorian, from Twin Valley, indicating that she is resigning her position on the Berks Vocational Technical Authority as of February 26, 2019.

Correspondence dated March 7, 2019, was received from Mr. James Snyder to indicate that on February 21, 2019 PHEAA conducted a routine program review of the school’s administration of the Targeted Industry Program (TIP) without findings.

**Anyone wishing to address agenda items**

None

**Old Business**

None

**Old Business**

A motion was made by Mr. Heckman and seconded by Mr. Wolfe to approve the second reading of the following Berks Career and Technology Center Policies:

- Curriculum Development #105
- Program Enrollment Capacity #126
- Evaluation of Educational Program #127
- Reduction of Staff #311
- Food Services Policy #808 & Attachment

Upon roll call, the vote was recorded as follows: Yeas: Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. Nays: None. Motion carried

**New Business**

A motion was made by Dr. Melvin and seconded by Mr. Carl to approve the first reading of the following Berks Career and Technology Center Policies:

- Curriculum Development #105
- Program Enrollment Capacity #126
Mr. Ed Case asked what the timeframe is for sending school students to apply to BCTC. He suggested that he is hearing that the students need to make quick decisions about enrolling and this is placing pressure on the students. He was looking for some direction on the policy. Dr. Kraft explained our process for Admissions to clarify any confusion. He also mentioned that BCTC Counselors may attend district Course Selection nights to help students understand the process. Mr. Follweiler noted that Wilson Administrators and Instructors were coming in for a tour tomorrow and that his interactions with the new Principal have been exceedingly positive.

Yeas: Fifteen. Nays: None. Motion carried.

BCTC REPORT (FOR INFORMATION ONLY)
AGENDA ITEMS AND/OR CHANGES
None

CAMPUS/PROGRAM UPDATES
Mr. Kryder shared that BCTC students have completed the written NOCTI scores and will begin the performance portion next week. He will hold off on showing any more photos of the Student Built House since the JOC members will be taking a tour of the house in May and would like the end results to be a secret. He also mentioned that the CTSO’s are getting geared up for their conferences.

Mr. Follweiler indicated that there were 36 gold, silver and bronze medal winners at the FCCLA district competition. The other exciting news is that the Welding program was asked if they could design a batting cage and they were able to build and install this for Schuylkill Valley Little League. The project was featured in the Reading Eagle. There was also an article about Gavin Milligan, a Fleetwood sophomore who referenced how the BME program has helped him with his understanding of business practices, now that he works at his father’s business.

Oscar reminded us that this is why we are building a new welding building, so that we are able to take opportunities such as the batting cages to help out the community and have the space to produce larger products within the building.

Dr. Kraft presented the STEAM Camp brochure and shared the dates for camp: June 17 – 21, 2019. He acknowledged the Work Force Development Board for their continued support and funding. He will plan to share the successes of the camp at the June JOC meeting.

Dr. Stauffer reflected on the OAC meetings and how he was impressed with the passion the teachers have for their programs. One thing in particular was that he was able to see the interaction between the students and the OAC members. Seniors in Communications Media presented their Senior Projects. They received constructive criticism and to his surprise they were generally appreciative of the feedback. He felt they revered the opinions of the OAC members.

Dr. Kraft shared with the board how Dr. Stauffer uses a repurposed medical cart as a mobile office that allows him to be in the hallways to be available and connect more with
students. He also shared that Mr. Hansen was On the Hill, in Washington, DC at the ACTE Policy Seminar (ACTE).

**IMPORTANT DATES**
- NOCTI Performance Testing – West Campus – April 2 – 3, 2019
- HOSA State Conference – King of Prussia, PA - April 3 – 5, 2019
- NOCTI Performance Testing – East Campus – April 4 – 5, 2019
- Berks Executive Council Meeting – East Campus – April 11, 2019
- SkillsUSA State Conference – Hershey, PA – April 9 – 12, 2019
- Virtual Enterprises International, New York, NY – April 15-17, 2019
- Joint Operating Committee Meeting, West Campus – April 24, 2019

**STUDENT HONORS**
- FCCLA Leadership Conference, March 20 – 22, 2019

**FINANCE COMMITTEE**
None

**NEGOTIATIONS COMMITTEE REPORT**
Mr. Reinert informed the JOC members that there would be a Negotiations Committee meeting immediately following the JOC meeting tonight and one being schedule for after the JOC meeting held on April 24, 2019. He also reported that 12 of the 16 districts voted on the budget at their school board meeting without any negative votes.

**BUILDING/INSURANCE COMMITTEE**
Mr. Raugh informed the JOC members that they are planning on scheduling a meeting on April 22, 2019 at the West Campus at 6:00 pm. The purpose of this meeting is to review the new welding building construction bids and to ask questions in anticipation of awarding the bids at the April 24th JOC meeting.

**PROGRAM/PERSONNEL COMMITTEE**
Ms. Friedlander reported that there was a committee meeting held on February 27, 2019.

**OTHER COMMITTEE REPORTS**
The meeting notes from the Professional Advisory Committee meeting on March 19, 2019 were shared with the members.

**PERSONNEL MATTERS**
A motion was made by Ms. Friedlander and seconded by Mr. Case to approve the following:

**Resignations, General Fund**

**Employment Approvals, Continuing Education Fund**
- **Thomas C. Wetzel** – CDL Instructor/Examiner, West Campus. Recommended salary: as per the 2018-2019 school year approved rate.
Effective date: March 28, 2019 through the end of the 2018-2019 fiscal year

**General Fund**

- **Jonathan D. Cooper** – Mechanic, West Campus. Recommended salary: $23.00/hour. Effective date: on or around April 1, 2019 pending satisfactory receipt of background and screening requirements.

**Add other Earnings Ratifications, Continuing Education Fund**

- **Thomas F. Gorgia, Jr.** – Substitute Instructor, East/West Campuses. Add other earnings for part-time Continuing Education Instructor. Recommended salary: as per the 2018-2019 school year approved rate. Effective date: March 11, 2019 through the end of the 2018-2019 fiscal year.


**Change of Status/Transfer Ratifications, General Fund**

- **Barbara M. Steiner-Lawley** – Part-time Instructional Assistant, East Campus. Change status to full-time Instructional Assistant, East Campus. Effective date: March 11, 2019. Recommended salary: no change.

**Change of Status/Transfer Approvals, Continuing Education Fund**

- **Edward A. Smeck** – CDL Site Coordinator, West Campus. Change status to Lead CDL Site Coordinator, West Campus. Effective date: March 28, 2019. Change salary from $27.00/hour to $29.00/hour.

**Substitute Approvals Substitute Approval, General Fund**

- **Faith E. Detweiler** - Day-to-day Substitute Instructor, East/West Campuses. Recommended salary: as per the 2018-2019 school year JOC approval rate. Effective date: on or around March 27, 2019 through the end of the 2018-2019 school year.

Upon roll call, the vote was recorded as follows: Yeas: Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. Nays: None. Motion carried

**Other Matters for Consideration**

A motion was made by Mr. Heckman and seconded by Mr. Carl to approve the following:

- Consideration to approve the 2018-2019 State Supplemental Equipment Grant budget and related expenses.
- Consideration to ratify the purchase of Information Technology switches through State Bid for $36,741.60. Approximately 60% of this cost will be reimbursed to BCTC through E-rate.
- Consideration to approve the revised BCTC 2018-2019 School Calendar.
- Consideration to approve the BCTC 2019-2020 School Calendar and distribute to the sending school districts allowing them to post the document.
Upon roll call, the vote was recorded as follows: **Yeas:** Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. **Nays:** None. **Motion carried**

A **motion** was made by Dr. Melvin and seconded by Mr. Carl to approve the following:

- Consideration to ratify the attendance of Ms. Mary Jo Kuhwald and Mr. Eric Lynch to attend the FCCLA State Leadership Conference on March 20 – 22, 2019 in Champion, PA at a cost of approximately $894.00.
- Consideration to approve the attendance of Ms. Theresa Sherman to attend the HOSA educational trip to the National Museum of Dentistry with 34 East Campus students on April 26, 2019 in Baltimore, MD at a cost of approximately $100.
- Consideration to approve the attendance of Ms. Tracy Sholl, Ms. Donna Noecker and Ms. Barbara Steiner-Lawley to attend an educational trip to the Art of Business with 82 East Campus students on April 30 to Reading, PA at an estimated cost of $100.
- Consideration to approve the attendance of Barry Edwards to attend the University of Northwestern Ohio Auto Collision Update Seminar in Lima, OH on July 17 – 20, 2019 at an estimated cost of $625.

Upon roll call, the vote was recorded as follows: **Yeas:** Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. **Nays:** None. **Motion carried**

A **motion** was made by Dr. Melvin and seconded by Mr. Carl to approve the following:

- Consideration to approve paying the BCTC’s portion of Penn State University’s tuition for the 40 students enrolled in the Medical Health Professions program during the 2019-2020 school year, at an estimated cost of $1,267 per student.
- Consideration to approve the RACC Technical Academy dual enrollment costs for the Spring Computer Networking class for $5,222.
- Consideration to authorize administration to enter into an intergovernmental agreement #FC4000022504 with the Commonwealth of Pennsylvania, Department of Labor and Industry, Office of Vocational Rehabilitation (OVR) in the amount of $164,771 for the period commencing October 1, 2018 through September 30, 2019, to be used exclusively to provide “School-to-Work” services for OVR eligible, or potentially eligible, students enrolled in BCTC’s training programs. OVR will provide 78.7% of the funding and BCTC will provide and transfer to OVR 21.3% of the funding.
- Consideration to approve the rental of 3,500 chairs and miscellaneous items from Action Party Rentals for the BCTC Sr. Recognition ceremony on May 28, 2019 at a total cost of $8,026.67.
- Consideration to approve the purchase of 50 conference room chairs (25 chairs each campus) from Tanner Furniture under Costars contract #035-025 at a cost of $12,000.
Upon roll call, the vote was recorded as follows: Yeas: Lewis, Tomasi, Wolfe, Carl, Reinert, Friedlander, McLendon, Shurr, Heckman, Raugh, Melvin, Burdy, Case, Saylor and Manbeck. Nays: None. Motion carried

PERSONS DESIRING TO BE HEARD
Dr. Kraft encouraged the JOC members to come out to our BCTC 50th Anniversary Celebration on Saturday, April 27, 2019 at the East Campus. He told Mr. Lewis to bring his classic car and his Friedlander, both motorcycles and cars are welcome. They are also invited to the VIP Brunch on May 1, 2019 at the West Campus.

Dr. Hackman invited everyone to the Annual Board Convention on Tuesday, April 30, 2019 at the Schmidt Training Center at RACC. DA John Adams will be talking about Act 44 Safe Schools and Dr. Ed Mihalik will be talking about the resources and tools available.

ADJOURNMENT
A motion was made by Dr. Melvin and seconded by Mr. Carl to adjourn the meeting at 8:12 PM.

Yeas: Fifteen. Nays: None. Motion carried.

Approved

Ms. Caryn Friedlander, JOC Secretary
per Wendy Sigourney, Recording Secretary
The meeting of the Joint Operating Committee (JOC) was held at the West Campus of the Berks Career and Technology Center in Leesport, PA on Wednesday, April 24, 2019.

Old Business, the Joint Operating Committee:
- Approved the second reading of the following Berks Career and Technology Center Policy:
  - Child Abuse #806

Under Finance Committee, the Joint Operating Committee:
- Gary Reinert shared that the 2019-2020 BCTC Budget has been approved by all sending school districts.

Under Building/Insurance Committee, the Joint Operating Committee:
- Andrew Raugh reported on Building/Insurance Committee meeting held on April 22, 2019.
- Approved the “Resolution” executing contracts with the responsible low bidders for the construction of the Welding and Metal Fabrication Program Building at the West Campus.
- Approved to authorize Administration to dispose of surplus equipment as presented, consistent with JOC policy #701.
- Approved the School Facilities Fee Schedule for the 2019-2020 school year as presented, no changes from previous year.
- Approved Waste Management of Pennsylvania, Inc. as trash removal services vendor as per the Berks County Joint Purchasing RFP awarded April 16, 2019 for the period of July 1, 2019 through June 30, 2021.

Under Program/Personnel Committee, the Joint Operating Committee:
- Dr. Kraft noted the Program/Personnel Committee meeting was not held prior to the JOC meeting on April 24, 2019.

Under Negotiations Committee, the Joint Operating Committee:
- Gary Reinert reported on the March 27, 2019 Negotiations Committee meeting.
- Gary Reinert shared there will be a “Meet and Discuss” with the BCEA leadership in the restaurant on April 24, 2019 immediately following the JOC meeting.

Under Personnel Matters, the Joint Operating Committee took action to approve all personnel matters as presented.

Under Other Matters for Consideration, the Joint Operating Committee:
- Approved the 2019 Summer Hours.
- Approved the following BCTC 2019-2020 calendars:
  - Custodial & Mechanics Staff Calendar
  - Administrative, Confidential Support, Secretarial & Clerical Support Staff Calendar
• Approved the revised BCTC 2019-2020 School Calendar, including one additional instructional day on Tuesday, April 7, 2020.
• Approved Mr. Todd Heckman to attend the Educational Field Trip to the United States Supreme Court in Washington, DC on May 21, 2019 for an approximate cost of $124.
• Ratified Mr. Jose M. Gonzalez to attend the TST Big Event (Technician Service Training) in Tarrytown, NY on March 30, 2019 for an approximate cost of $110.
• Approved the Agreement ICA-592135-19 dated February 1, 2019 through June 30, 2020, between the County of Berks and Berks Career & Technology Center for the Career Exploration Camps (STEAM) to be held June 2019 and June 2020.
• Approved to authorize Dr. Yvette Rivera, of U.S. Health Works Medical Group, BCTC’s Doctor of Record for the 2019 – 2020 school year.
• Approved the payment to RACC Technical Academy dual enrollment for the Spring Mechatronics Engineering class for $2791.46
• Approved audio and visual services with VA Productions for the Senior Night Recognition ceremony at Kutztown University on May 28, 2019, in the amount of $9,820.
• Approved Berkshire Systems Group Inc. to replace the West Campus central security alarm panel at a cost of $9,456.

The next regular meeting of the Joint Operating Committee will be held on Wednesday, May 22, 2019, at the East Campus of the Berks Career and Technology Center in Oley, PA.
<table>
<thead>
<tr>
<th>Gr.</th>
<th>Cause of concussion</th>
<th>Date of this concussion</th>
<th># of previous concussions</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>At home</td>
<td>11/14/2018</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>bike injury</td>
<td>9/2/18</td>
<td>0</td>
</tr>
<tr>
<td>6</td>
<td>Home injury</td>
<td>3/12/19</td>
<td>0</td>
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<tr>
<td>7</td>
<td>Cartwheel</td>
<td>4/3/18 reinjured 9/28/18</td>
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</tr>
<tr>
<td>7</td>
<td>Football PIAA</td>
<td>9/17/18</td>
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<tr>
<td>8</td>
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<td>8</td>
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<td>8</td>
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<tr>
<td>9</td>
<td>PE class - volleyball</td>
<td>12/7/18</td>
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</tr>
<tr>
<td>9</td>
<td>Football PIAA</td>
<td>10/5/18</td>
<td>0</td>
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<tr>
<td>9</td>
<td>Volleyball PIAA</td>
<td>10/2/18</td>
<td>2</td>
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<tr>
<td>9</td>
<td>PE class - floor hockey</td>
<td>3/25/19 but didn't report to school until 4/2/19</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>hit head on metal bench after school hours</td>
<td>9/11/18</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Football PIAA</td>
<td>9/7/18</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Said she was kicked in the head a while ago&quot;.</td>
<td>11/9/18</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Tennis PIAA</td>
<td>9/10/18</td>
<td>0</td>
</tr>
<tr>
<td>10</td>
<td>Fell at home</td>
<td>12/10/18</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>Dodgeball game hosted by Kutztown Strong after school</td>
<td>1/18/19</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>MVA</td>
<td>2/3/19</td>
<td>0</td>
</tr>
<tr>
<td>11</td>
<td>Home injury</td>
<td>9/28/18</td>
<td>1</td>
</tr>
<tr>
<td>11</td>
<td>Football PIAA</td>
<td>8/31/18</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Playing basketball in PE</td>
<td>2/18/19</td>
<td>3</td>
</tr>
<tr>
<td>12</td>
<td>MVA</td>
<td>8/27/18</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>Football PIAA</td>
<td>10/18/2018 but not reported until 11/5/18</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>School soccer</td>
<td>9/15/18</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>Playing on trampoline at home</td>
<td>2/5/19</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>Fell at work</td>
<td>12/12/18</td>
<td>2</td>
</tr>
</tbody>
</table>
On the morning of Thursday, April 18, 2019, local lawmakers, educators, and business and law enforcement leaders gathered to celebrate the success of public, high-quality Pre-K in the Muhlenberg School District. Coinciding with the Month of the Young Child, a roundtable discussion was held to celebrate successes, discuss the benefits of high-quality Pre-K programs, and urge lawmakers to support increased funding for this important program.

Roundtable participants included State Senator Judy Schwank; State Representative Mark Rozzi; Brad Hall, Commissioner, Early Learning Investment Commission (ELIC), and Retired President of UGI Energy Services; Dr. Joseph Macharola, Superintendent, Muhlenberg School District; Dr. Jill Hackman, Executive Director, Berks County Intermediate Unit; Alan J. Ottinger, Commissioner, ELIC, and President, QIC, Inc.; Berks County Sheriff Eric Weaknecht; and several other educators, business leaders, and law enforcement officials.

Muhlenberg School District enrolls 225 children in public high-quality Pre-K, representing 76 percent of all eligible 3- and 4-year-olds in the area. The impressive early education accomplishment – enrollment at nearly twice the state average – is the result of continued state funding for high quality Pre-K and the coordination and partnership among Muhlenberg School District, Berks County Intermediate Unit, and other local organizations.
The beginning of April brought the first signs of spring and attracted runners and walkers to come out for the 2nd Annual BCIU Apple a Day 5k & Family Fun Run/Walk. The event, which benefits the United Way of Berks County, was held on Saturday, April 6, from 8 to 11:00 a.m. on Penn State Berks’ campus.

For the second year, the Berks County Intermediate Unit (BCIU) partnered with Penn State Health St. Joseph and Penn State Berks to put on the event. The 5k race was professionally timed by Pretzel City Sports, and awards were given to the top male and female finishers and first, second, and third in each age and gender category.

In addition to the BCIU’s generous race partners, Tompkins VIST Bank sponsored the awards and smoothies post-race. Apples were donated by Appeeling Fruit and hot dogs were donated by Berks Packing. Several local businesses and organizations also donated gift certificates, coupons, and fun items for the registrants’ goodie bags.

At the completion of the event, the BCIU was able to present the United Way of Berks County with a check for $5,700.

We are extremely thankful to our generous race partners, other sponsors and donators, the race and walk participants, our numerous volunteers, and everyone who came out to support the great cause!

**MS. JOYCE BURKHOLDER SELECTED AS 2019 ANNIE SULLIVAN AWARD RECIPIENT**

On Wednesday, April 3, colleagues, friends, and families gathered to recognize the 2019 Annie Sullivan Award nominees for their service and dedication to advocating for and promoting understanding of students with disabilities in their schools or communities.

Ms. Joyce Burkholder, Youth Employment Coordinator, Goodwill Keystone Area-Employment Services, was named the recipient of the 2019 Annie Sullivan Award. Ms. Burkholder was one of nine individuals nominated for this honor. She was nominated by the Transition Coordinators of Berks County School Districts and Ms. Mary Mazzoni, Educational Consultant with the Berks County Intermediate Unit. Ms. Burkholder works with students ages 16-21 with any type of disability who plan to work after graduation and require job coaching and assistance obtaining paid employment. One Transition Coordinator said, “Joyce believes in and respects every one of the young workers she supervises. Through her — they learn to believe in and respect themselves.”

Intermediate Units across the Commonwealth began the Annie Sullivan Award to recognize individuals who follow the example set by Annie
Sullivan. Annie Sullivan was Helen Keller’s devoted teacher and mentor who was nearly blind herself. After treatment, she regained her sight and committed herself to teaching the blind and deaf.

The Berks County Academic Challenge Championship Match was held on Thursday, March 21, at the Berks County Intermediate Unit Main Office.

A great year of competition by all teams resulted in a three-way tie for 3rd place, so the day began with a play-in to determine the third team to compete in the championship match. Antietam School District, Conrad Weiser Area School District, and Kutztown Area School District battled wits with Antietam coming out on top. The championship match followed with Antietam, Wilson, and Wyomissing Area School District competing for the title. It was an exciting and close scoring match, but eventually Wilson pulled ahead to win the trophy.

Congratulations to all the school district teams that competed this year, especially Wilson School District, the 2018-2019 Berks County Academic Challenge Champions. Wilson will move on to the Annual Pennsylvania Academic Challenge Competition which will be held on Friday, April 26, in the Chambers of the House of Representatives and Senate in Harrisburg.
Stacey J. Kilgore has been named Employee-of-the-Month for April 2019. Stacey has worked for the BCIU for more than two years and is presently a Level V Secretary in the Office of Early Childhood and Student Services.

Region 2 Supervisor for the Pennsylvania Education of Children and Youth Experiencing Homelessness Kristen Hoffa shares that, “Stacey is an excellent problem solver. There have been a number of times that I have asked Stacey for something that I wasn’t even sure if it was possible. She is so creative in her approach and finds a way to get the task done perfectly every time, on time.”

Stacey grew up in Hereford, Pennsylvania and now lives in Leesport. She has a bachelor of arts degree in Sociology. She and her husband, Al, have a son, Connor; a dog, Molly; and four cats named Sophie, Lola, Ebby, and Oscar.

Stacey loves to stay busy in the outdoors—gardening, hanging out with friends, yard games, traveling, cooking, reading, and solving jigsaw puzzles.

Stacey shares that the best part of her job is the chance to work with such a great group of people and to do so many different things supporting such different programs. Stacey says, “Some of the most fun I have here is working on and facilitating the enrichment programs such as Music in the Schools, Academic Challenge, and the Secondary Art Exhibit.”

You might not know that Stacey has lived in nine states and worked 22 different sorts of jobs with three of them in the military. She has volunteered in a zoo, a school, and a hospital to name a few.
Carl Blessing, Assistant to the Executive Director, Retirement Recognition | 35 Years of Service to the BCIU

Prior to the Board meeting, Board members and staff gathered to honor Assistant to the Executive Director Carl Blessing upon his retirement. Mr. Blessing has served at the BCIU for 35 years, beginning in June 1984 as an account analysis clerk, and progressing through the positions of accounting coordinator; fiscal manager; coordinator of accounting; program administrator, business/accounting/payroll services; division administrator, business services; director of business services/chief financial officer; acting assistant executive director, and assistant to the executive director/chief financial officer, before being named assistant executive director in January 2019. Mr. Blessing’s was recognized for his traits of integrity, loyalty, humility, and commitment to the BCIU.

April 25, 2019 Board Actions

- Approved the minutes of the March 21, 2019 BCIU Board meeting.
- Acknowledged receipt of bids and awarded contracts through the Berks County Joint Purchasing Board for Medical and Nursing Supplies.
- Ratified unpaid internships for David Johnson and Jessica Wiese, Kutztown University students, in the Head Start Program.
- Approved the following position descriptions:
  - Infant Toddler Program Coordinator, PA Key
  - Special Education Supervisor – Extended School Year
- Approved the following Atlas Transportation employees to be assigned to the Berks County Intermediate Unit to provide transportation services: Tracy Chalcraft, Chad Deshong, Shelea Deville, Valerie Loeb, and Juan Valdez.
- Authorized an agreement with Sweet, Stevens, Katz, and Williams LLP, for the firm to continue to provide the services of Andrew E. Faust, Esquire, as a legal consultant for special education to the BCIU and its constituent school districts.
- Ratified an agreement with the School District of Lancaster County (SDOL), for the SDOL to render services to children and youth experiencing homelessness in connection with the BCIU administration of Pennsylvania’s Education for Children and Youth Experiencing Homelessness program.
- Approved the submission of the 2019-2022 Mutual Agreement of Commitment between the United Way of Berks County and the Berks County Intermediate Unit (BCIU), as a partner agency.
• Ratified an agreement with the County of Berks, for the BCIU to provide services in accordance
with the Business-Education Partnership Grant agreement.

• Authorized an agreement with The Trustees of the University of Pennsylvania, Penn Graduate
School of Education, for professional services for the BCIU’s Eastern PA Innovation Catalyst
(EPIC) Network by providing EXACT Certification for up to 18 participants.

• Ratified/Approved agreements/amendments to agreements with the following persons/agencies to
provide professional services for the PA Key Program: Children’s Hospital of Philadelphia; New
World Now; Trustees of the University of Pennsylvania; Amy Friedlander; Illustrating Progress;
Alison Lutton; Partnering for Change; Public Health Management Corporation; Board of Regents
of the University of Wisconsin System; Kathryn Holod; Propulsion Squared, LLC; Teachstone
Training, LLC; and ZERO TO THREE.

• Authorized an agreement with Comcast Cable Communications Management to renew cable
modem services to the BCIU Learning Center at Lower Alsace.

• Approved the renewal of an agreement with Instructure, Inc., for licensing of the Canvas
Learning Management System utilized by the BCIU for professional development opportunities.

• Approved the following financial entities as depositories, effective July 1, 2019, to June 30, 2020:
Tompkins VIST Bank, PNC Bank, PAINVEST, PLGIT (Pennsylvania Local Government
Investment Trust), and PSDLAF (Pennsylvania School District Liquid Asset Fund).

• Approved the continuation of legal services of Brumbach, Mancuso & Fegley P.C., effective July
1, 2019, through June 30, 2020, with John M. Stott, Esquire and James E. Mancuso, Esquire as
solicitors for the Berks County Intermediate Unit.

• Approved the continuation of Tompkins Insurance as broker of record for insurance services to
the Berks County Intermediate Unit.

The following individuals were honored prior to the BCIU Board meeting:

April 2019 BCIU Employee of the Month
Stacey Kilgore, Secretary
Office of Early Childhood and Student Services

Retirements
Jacob Bechtel, Buildings and Grounds Maintenance Worker
Office of Business Services / Operations

Carl Blessing, Assistant to the Executive Director
Office of the Executive Director

Next BCIU Board Meeting: Thursday, May 16, 2019
TO:    BCIU Board of Directors
FROM: Dr. Jill M. Hackman
DATE: April 25, 2019
RE:    Legislative Update

NATIONAL NEWS

• Supreme Court Hears a Case Watched by Educators on Census’ Citizenship Question – The U.S. Supreme Court on Tuesday, April 23, heard arguments over whether a citizenship question may be added to the 2020 census, in a case that is being watched by educators because of the potential impact that depressed response rates may have on the allocation of billions of dollars in federal education aid. A decision in the case is expected by late June, which is also the target date for the Census Bureau to finalize and begin printing forms for the 2020 count.

STATE NEWS

• PA State Budget – As we inch close to the June 30 deadline for the new state budget, your advocacy efforts will make a difference. You are urged to talk to your legislators regarding the following issues and recommendations impacting school districts:
  • Minimum investments for school districts in the 2019-20 state budget:
    • $200 million increase for the basic education funding (BEF) line item
    • $50 million increase for special education
    • $10 million increase for career and technical education that goes to CTE classrooms
    • $60 million increase to address school safety and security initiatives
  • Legislation to address charter school funding reforms:
    • Reform the funding formula for cyber charter schools based on actual costs
    • Support House Bill 526 and Senate Bill 34 that provide funding relief for school districts that offer their own full-time cyber education program
    • A number of schools across the state have adopted resolutions in support of this legislation. PSBA’s sample resolutions addressing charter school funding can be found below:
      • Sample resolution in support of Senate Bill 34 and House Bill 526
      • Sample resolution in support of statewide cyber charter school funding reform
  • Funding for school construction projects and PlanCon reform:
    • Annual state funding to ensure reimbursement for school construction projects; create a set-aside for school safety needs
    • Modernize the PlanCon approval process for projects to simplify procedures; authorize a new reimbursement formula

Click here for contact information for the Senate and the House of Representatives.

• Advocacy Day 2019 – All PSBA member school districts are invited to attend Advocacy Day 2019 at the State Capitol in Harrisburg on April 29, 2019, from 8:30 A.M. to 5:00 P.M. This year PSBA will be partnering with the Pennsylvania Association of Intermediate Units (PAIU), and the Pennsylvania Association of School Administrators (PASA) to strengthen our advocacy impact. The focus for the day will be meetings with legislators to discuss critical issues affecting public education. There is no cost to attend.

Registration Link: https://www.psba.org/event/psba-advocacy-day-2019/
• **Investigation into the Use of Public Funds** – State Auditor General Eugene DePasquale has ordered an investigation into public education funding being sent to Lincoln Learning Solutions. DePasquale said full accounting is needed for the millions of dollars of taxpayer money that is being paid to the Rochester-based nonprofit through cyber charter schools. “My audit of the Pennsylvania Cyber Charter School found that more than $110 million of taxpayer money the school received was going directly to Lincoln Learning Solutions for curriculum services which were repeatedly delayed,” DePasquale said in a release Wednesday. “I want to see how much public funding this nonprofit receives, how much of it is spent on helping students, and how much goes to salaries and administrative costs.” Based on recent IRS forms, a substantial amount of Lincoln Learning Solutions’ revenues are from PA Cyber, DePasquale said. “Taxpayers deserve a full accounting of every education dollar going to this nonprofit corporation,” he said, noting that his office is requesting documents from Lincoln Learning. “I want to ensure that every available taxpayer dollar is going into the classroom, where it can most help students.”

• **PA Court Rules that I-LEAD Charter is Not Tax-Exempt** – Judge Madelyn S. Fudeman upheld a ruling by the Berks County Board of Assessment Appeals denying I-LEAD Inc. an exemption from property taxes. The building at 401 Penn St., which houses the I-LEAD Charter School, is assessed at $9.7 million, according to Berks County property records. The property was placed on Berks County’s September upset tax sale for four years of unpaid property taxes totaling $2.8 million; the unpaid years spanned 2014-17.

The property’s owner, I-LEAD Inc., Philadelphia, was ordered to pay a bond of $500,000 to be removed from the tax sale list, which it did in December.

In her ruling, Fudeman takes I-LEAD Inc. to task, saying it appears to be more of a for-profit operation. She said the testimony of CEO David Castro and Angel Figueroa, the charter school’s CEO and chief operating officer, “fell far short of establishing” the charter school operates at a loss. Fudeman also noted a revenue-sharing agreement between I-LEAD Charter School and Harcum College. Harcum is a two-year college offering an associate degree that operates from the same building as the charter school. For every student that I-LEAD referred to Harcum College, I-LEAD would receive 40 percent of tuition and fees received by Harcum, the ruling states. I-LEAD received more than $8.6 million from Harcum from July 2014 to June 2017.

Castro was paid over $195,000 for the most recent year and Figueroa was paid over $240,000 for the most recent year, court documents showed. “The salaries paid to Mr. Castro and Mr. Figueroa appears more in line with a profit-making institution than a truly charitable organization,” Fudeman said in the ruling.

• **Clarification for School Districts on Safety Requirements** – In a letter to key legislators and staff in the Senate and House of Representatives dated March 22, PSBA noted that the association has been working with school districts to encourage compliance with Act 44, including assisting schools with developing policy and procedures to comply with the Safe2Say Something program, as well as with information on training and security assessments. The letter outlined the following areas identified by PSBA members as concerns and suggestions that could assist schools in complying with the goals of the law:
  - Clarification of whether school police or school security personnel can serve as the School Safety & Security Coordinator, and a suggestion to allow non-Act 93 employees to serve in this position;
  - Clarification regarding the items listed in Act 44 regarding mandated training on school safety and security;
  - Clarification on authorization of school police to obtain certification to carry a firearm;
  - Clarification on contradicting information on whether security guards may carry firearms if authorized and trained, and a suggestion that districts be allowed to determine if school security guards can be armed with proper training.
• Suggestion that changes in law be made to allow school police to considered municipal police for purposes being able to meet mandated training requirements;
• Clarification on applicability of Act 44 if school police services are contracted out, and a suggestion that the law specifically allow for this type of increased flexibility;
• Clarification regarding the treatment of employment status, compensation and required benefits for independent contractors (school employees/local agency employees).

We will keep you informed as information and clarification becomes available.

• **School Code** – The House Education Committee was in session last week and focused on modernizing and cleaning up the School Code. The following bills were amended and approved, repealing and removing provisions from the School Code that are outdated or inconsistent with current practice, regulation, or law:
  
  * **House Bill 1031: Legislation to Repeal Outdated Statutes** (Representative Owlett, R-Tioga), which repeals obsolete laws concerning the Scotland School for Veterans’ Children.
  
  * **House Bill 1196: Eliminating Derogatory Terms from the Public School Code** (Representative Harkins, D-Erie), which updates outdated terminology in the School Code related to children with physical and mental disabilities and updates other terminology.
  
  * **House Bill 1210: Repeal of School Code Language** (Representative Jones, R-York), which repeals outdated provisions from the School Code.

Consideration of the bills also sparked some discussion among some members about the need to review all mandates in the School Code.

In addition, the House Education Committee acted on the following bills:

• **House Bill 239: Expanded Student Access to Military Recruiters** (Representative Readshaw, D-Allegheny) – HB 239 amends Act 10 of 1991 regarding military recruiter access to high school seniors. The bill expands the list of school entities required to comply with the requirements to include school districts, intermediate units, career and technical education schools, charter and cyber charter schools, and any nonpublic school that receives funding under the federal ESSA Act. In addition, the bill defines secondary school students to include juniors in 11th grade. The requirements are optional for nonpublic schools that do not receive ESSA funding. House Bill 239 brings Pennsylvania into compliance with federal requirements. Approved by the House Education Committee.

• **House Bill 518: Licensing and Regulation of Private Schools** (Representative Ortitay, R-Allegheny) – HB 518 removes the county limitations from the Private Licensed Schools Act. The bill was amended to include clarification regarding multi-branch training schools. Approved by the House Education Committee.

• **House Bill 298: Retiree Mentors** (Representative Solomon, D-Philadelphia) – HB 298 would establish a certified list of retired volunteers who would be willing to work directly with students before, during, and after school hours to share their life-lessons, experience, and hobbies with junior and high school students interested in enhancing their knowledge and skill sets. Older adults wishing to participate would be required to undergo criminal background checks and any other necessary requirements put forth by their school district. This bill was referred from the House Education Committee to the House Aging Committee.

• **House Bill 1087: Homeschooled Student Access to Vo-Techs** (Representative Nesbit, R-Mercer, Butler) – HB 1087 would allow a homeschooled student who has been accepted to an area vo-tech school to attend that school, with or without the school district’s consent, at the district’s expense. This bill was re-referred from the House Finance Committee to the House Education Committee.
• **House Bill 835: Access to Education Records** (Representative Petrarca, D-Westmoreland, Armstrong, and Indiana). HB 835 amends Title 23 (Domestic Relations) to give county children and youth agencies access to all records relating to a child, including school records, without parental consent. The bill also requires those agencies to review the records in the course of investigations concerning the welfare of a child. Approved, as amended by the House Children and Youth Committee.

• **House Bill 1051: Protecting Children by Clarifying Penalties for Failing to Report Child Abuse** (Representative Stephens, R-Montgomery) – Approved in the House Children and Youth Committee early last week, HB 1051 was sent to the full House for consideration and approved with a 168-22 vote. The bill makes it a third-degree felony for a mandated reporter who fails to report when he or she knows or has reasonable cause to believe a person who committed child abuse is likely to commit additional acts of child abuse. The bill now goes to the Senate for consideration.

• **Assistance with Advanced Placement (AP) Test Costs** – In a press release on April 18, 2019, the State Education Department announced a new initiative to boost the number of economically disadvantaged students taking the 2019 Advanced Placement (AP) exams in high school order to earn college credits. Through a partnership with the College Board, which administers the AP exams, PDE will pay $33 toward the $85 cost for each exam. Combined with the College Board’s $32 fee reduction, students qualifying for the discounts will pay just $20.

“The AP system exposes students to college-level courses and allows them to pursue college credits, saving families time and money on higher education costs,” said Secretary of Education Pedro A. Rivera. “But the cost of the exams can be a barrier for many economically disadvantaged students. This initiative helps to remove that obstacle and to fulfill Governor’s Wolf commitment to increasing access to high-quality education for all students, regardless of their economic background.”

Research by the College Board shows that the number of low-income students taking AP exams grew by almost 4 percent in states which paid for some or all of exam costs. Last year, more than 77,200 Pennsylvania high school students took AP exams. Approximately 10,000 used an AP exam fee reduction.

Under the agreement, the College Board will bill PDE for the number of qualifying students who take the AP exams.

The 2019 AP exams will be administered during the first two weeks of May, with students receiving their results in mid-July.

• **Senate Bill 144: Keystone Telepresence Education Grant Program (Senator Martin, R-Lancaster)** – SB 144 establishes the Keystone Telepresence Education Grant, which will give the state’s 29 intermediate units access to a maximum of $300,000 in funds to purchase telepresence equipment to support homebound students facing serious medical conditions. Referred to Education on April 10, 2019.

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**LEGISLATIVE CALENDAR**

Both the Senate and the House will reconvene on Monday, April 29, unless sooner recalled by the President Pro Temp.

**Senate Scheduled Session Days**
April 29, 30
May 1, 6, 7, 8
June 3, 4, 5, 10, 11, 12, 17, 18, 19, 24, 25, 26, 27, 28

**House Scheduled Session Days**
April 29, 30
May 1, 6, 7, 8, 13, 14, 15, 22 (NV), 23 (NV)
June 3, 4, 5, 10, 11, 12, 17, 18, 19, 20, 24, 25, 26, 27, 28