THE SCHOOL DISTRICT OF THE CITY OF YORK, PENNSYLVANIA

Meeting of the
EDUCATIONAL PROGRAMS COMMITTEE
November 9, 2015

AGENDA

a. **Roll Call:**
Mr. Michael Breeland, Chairperson
Mrs. Lois Garnett
Ms. Diane Glover Brown
Ms. Margie Orr

b. Presentation: ELL – Mrs. Debbie Hioutis

c. BE IT RESOLVED that the Board of School Directors of the School District of the City of York authorize the Superintendent of Schools to enter into an agreement with Millersville University to work with them to provide their nursing students with clinical experiences during the 2015-2016 school year. (attachment 1)

d. BE IT RESOLVED that the Board of School Directors of the School District of the City of York authorize the Superintendent to enter into the MOU with Center for Safe Schools to work with William Penn High School students for the 2015-2016 school year to provide Supporting Students Exposed to Trauma (SSET) groups.(attachment 2)

e. BE IT RESOLVED that the Board of School Directors of the School District of the City of York authorize the Superintendent to enter into an agreement with Janis Taylor to provide medical review of the IEP of students who are eligible for ACCESS. (attachment 3)

f. BE IT RESOLVED that the Board of School Directors of the School District of the City of York authorize the Superintendent to enter into an agreement with Martin Library for Student Curriculum Assistants at Hannah Penn as attached and with final approval from the Solicitor. (attachment 4)

g. BE IT RESOLVED that the following student be expelled from the School District of City of York for Possession of Weapon (Paint Ball Gun) on school district property, and disrupting the educational environment per the condition identified:
Student #16788 – Grade 10, effective Friday, October 23, 2015 be expelled from the School District of the City of York for Possession of Weapon (Paint Ball Gun) on school district property, endangering the safety and welfare of other students on school district property and disrupting the educational environment, for a period of Forty-five (45) School Days with Homebound Instruction and that student be required to receive mandatory appropriate professional counseling at the expense of the student or student's parents or guardians, with the nature and duration of such counseling to be determined by the professional counselor and written proof thereof is to be provided to the school district. The student is scheduled to return to school on Monday, January 11, 2016.

h. BE IT RESOLVED that the following student be expelled from the School District of City of York for Assault on School Staff on school district property, and disrupting the educational environment per the condition identified:

Student #12512 – Grade 11, effective Wednesday, October 28, 2015 be expelled from the School District of the City of York for Assault on School Staff on school district property, endangering the safety and welfare of other students on school district property and disrupting the educational environment, for a period of Ninety (90) School Days with Homebound Instruction and that student be required to receive mandatory appropriate professional counseling at the expense of the student or student's parents or guardians, with the nature and duration of such counseling to be

determined by the professional counselor and written proof thereof is to be provided to the school district. The student is scheduled to return to school on Tuesday, March 22, 2016.

i. BE IT RESOLVED that the following student be expelled from the School District of City of York for Possession of Weapon (Pencil) on school district property, and disrupting the educational environment per the condition identified:

Student #110908 – Grade 03, effective Friday, October 30, 2015 be expelled from the School District of the City of York for Possession of Weapon (Pencil) on school district property, endangering the safety and welfare of other students on school district property and disrupting the educational environment, for a period of Forty-five (45) School Days with Homebound Instruction and that student be required to receive mandatory appropriate professional counseling at the expense of the student or student's parents or guardians, with the nature and duration of such counseling to be determined by the professional counselor and written proof thereof is to be provided to the school district. The student is scheduled to return to school on Tuesday, January 19, 2016.

j. BE IT RESOLVED that the following student be expelled from the School District of City of York for Possession of Weapon (Knife) on school district property, and disrupting the educational environment per the condition identified:

Student #92189 – Grade 04, effective Thursday, October 29, 2015 be expelled from the School District of the City of York for Possession of Weapon (Knife) on school district property, endangering the safety and welfare of other students on school district property and disrupting the educational environment, for a period of Forty-five (45) School Days with Homebound Instruction and that student be required to receive mandatory appropriate professional counseling at the expense of the student or student's parents or guardians, with the nature and duration of such counseling to be determined by the professional counselor and written proof thereof is to be provided to the school district. The student is scheduled to return to school on Friday, January 15, 2016.

k. BE IT RESOLVED that the following student be expelled from the School District of City of York for Possession of Weapon (Knife) on school district property, and disrupting the educational environment per the condition identified:

Student #1093 – Grade 11, effective Thursday, October 29, 2015 be expelled from the School District of the City of York for Possession of Weapon (Knife) on school district property, endangering the safety and welfare of other students on school district property and disrupting the educational environment, for a period of Ninety (90) School Days with Homebound Instruction and that student be required to receive mandatory appropriate professional counseling at the expense of the student or student's parents or guardians, with the nature and duration of such counseling to be determined by the professional counselor and written proof thereof is to be provided to the school district. The student is scheduled to return to school on Tuesday, March 29, 2016.

l. BE IT RESOLVED that the following student be expelled from the School District of City of York for Assault on Student on school district property, and disrupting the educational environment per the condition identified:

Student #98404 – Grade 08, effective Tuesday, November 10, 2015 be expelled from the School District of the City of York for Assault on Student on school district property, endangering the safety and welfare of other students on school district property and disrupting the educational environment, for a period of Ninety (90) School Days with Homebound Instruction and that student be required to receive mandatory appropriate professional counseling at the expense of the student or student's parents or guardians, with the nature and duration of such counseling to be determined by the professional counselor and written proof thereof is to be provided to the school district. The student is scheduled to return to school on Friday, April 8, 2016.

m. Other Remarks

n. Superintendent’s Remarks

Millersville University
SEIZE THE OPPORTUNITY

P.O. Box 1002
Millersville, PA 17551-0302
www.millersville.edu

Department of Nursing
Phone: 717-872-3410
Fax: 717-871-4877

May 27, 2015

Cindy Rose, RN, CSN
Lead School Nurse
York City School District
525 N. Newberry Street
York, PA 17404

Dear Ms. Rose:

Thank you for your continuing support of Millersville University School Nurse Certification students. Upon review of our records, I have found that the current agreement between your school district and Millersville University will soon expire. I have enclosed, for your approval, two copies of the State System of Higher Education's template contract to be used with all affiliated school districts. Please review the contract and have an authorized individual sign and return the documents to our office as soon as possible. We will forward the contracts to Dr. Vilas Prabhu, Provost for his signature and we will return one signed contract to you for your files.

We have appreciated your willingness to assist Millersville University school nursing students by providing exemplar clinical experiences, and all of the assistance of the people who make the experience so worthwhile. I would like to take this opportunity to thank you in advance and look forward to a continued working relationship.

Sincerely,

Melissa Williams

Melissa Williams, Secretary
Department of Nursing

Enclosure

AFFILIATION AGREEMENT
BETWEEN
MILLERSVILLE UNIVERSITY OF PENNSYLVANIA
AND
YORK CITY SCHOOL DISTRICT

THIS AGREEMENT, is made this 27th day of May, 2015, by and between MILLERSVILLE UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school/school district, York City School District (hereinafter "School District").

WHEREAS, the School/School District is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the Bachelor of Science in Nursing Program and/or Master of Science in Nursing Program; and

WHEREAS, the University is an educational institution that provides a degree in the area of nursing; and

WHEREAS, the University is desirous of providing a school health clinical experience; and

WHEREAS, the School/School District is desirous of establishing a relationship with the University whereby the University students may receive school health clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, the parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the clinical experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience planned at various levels. The parties will mutually agree upon the number of students selected for each school health clinical program.

b. *Education of Students.* The University shall assume full responsibility for the classroom and clinical education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, faculty appointments and graduation.

c. *Supervision of Students.* The University shall provide faculty who will monitor student activities during clinical visits.

d. *Submission of Candidates.* The University shall submit the names of the students to the School District to a designated representative of the School/School District at least four (4) weeks prior to the clinical assignment.

e. *Policies of School/School District.* The University will be responsible for advising students of their responsibilities under this Agreement. The students shall be advised of their obligations to abide by the policies and procedures of the School/School District and should any student fail to abide by any policy/procedure, he or she may be expelled from the program.

f. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the School/School District and/or state regulatory agencies, including but not limited to, physical examinations and other vaccinations as required by the regulatory agency. Proof of compliance must be presented prior to admission into the program. If additional examinations or medical steps are required because of the nature of the clinical experience involved, the student will be in compliance as a condition for participation.

g. *Scheduling of Clinical.* The University shall plan the assignment and schedules of those participating in the clinical experience in cooperation with the School/School District.

h. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of $1,000,000.00 per claim and an aggregate of $3;000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the clinical assignment.

The School/School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance Program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, *et seq.*

II. <u>DUTIES AND RESPONSIBILTIES OF THE SCHOOL DISTRICT</u>

a. *Student Participation In Clinical Experiences.* The School/School District agrees to allow a mutually agreed upon number of students of the University to participate in a clinical experience. The School/School District agrees that the students selected for the program will be permitted to participate at dates and times mutually agreed upon between the School/School District and the University.

b. *Student Health/Administration.* The School/School District will have the sole

authority and control over all aspects of student health services. The School/School District will be responsible for and retain control over the organization, operation and administrating of its services.

c. *Policies of School District.* The University will review with each student, prior to the clinical assignment, any and all applicable policies, codes or confidentiality issues related to the experience. The School/School District will provide the University all the applicable information at least two (2) weeks in advance of the Student's participation.

d. *Removal of Noncompliant Student.* The School/School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School/School District should immediately contact the responsible University Faculty Advisor.

e. *Designation of Representative.* The School/School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the student(s).

f. *Orientation.* The School/School District will provide orientation for students and faculty, give reports and assist students and faculty in providing optimum school health care for student clients. The faculty and students will fully cooperate with the School/School District personnel in providing optimum school health care.

g. *Reporting of Student Progress.* The School/School District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School/School District.

h. *Student Records.* The School/School District shall protect the confidentiality of University student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of the Agreement.

III. MUTUAL TERMS AND CONDITIONS

a. *Terms of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period of five (5) years.

b. *Termination of Agreement.* The University or the School/School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School/School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law or pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

h. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

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

MILLERSVILLE UNIVERSITY
OF PENNSYLVANIA

_____
Authorized Signature Date

Vilas A. Prabhu
Provost and Vice President for
Academic Affairs

Approved as to form and legality:

_____
University Legal Counsel Date

YORK CITY SCHOOL DISTRICT

_____
Authorized Signature Date

_____
Print Name/Title

CENTER FOR SAFE SCHOOLS

HIGHMARK FOUNDATION

Memorandum of Understanding For Urban School Districts
October 1, 2015 – June 30, 2016

A. School District will:

1) Identify at least one (1) school from prior Urban Grant Initiative buildings to conduce at least one (1) Supporting Students Exposed to Trauma (SSET) group.
   a) SSET group(s) are to be convened during the 2015-2016 school year for 7 to 10 consecutive weeks.
   b) SSET group(s) will complete all 10 program lessons.
   c) Each group will be composed of not more than 10 students needing help to recover from past trauma.
   d) The SSET program is designed for students in middle school (ages 10–14). It may be useful for younger students (down to grade 4) or older students (up to grade 9), but has not been used in those age groups to date.
2) Attend a webinar (approximately 30 minutes in length) in November 2015 providing an overview of SSET and District/building expectations.
3) Maintain pre/post student data to track students' progress in the program.
4) Report overall program outcomes to the Center for Safe Schools (CSS) to measure SSET implementation success no later than May 31, 2016.

B. The Center for Safe Schools will provide:

1) For schools that choose to participate in the Urban-SSET Implementation:
   - One (1) Binder containing the SSET manual, assessment instrument, 10 copies of session handouts and other resource information for each group leader;
   - One (1) journal per student participating in the SSET group program.
2) Technical assistance to support the implementation process, development of plan and meeting other expectations.
3) Additional support through bi-monthly calls and one site visit to each participating school.

Agreed to:

School Name(s): William Penn Senior High School

School District: The School District of the City of York

District Representative: Deb Neiman and Lulu L. Thomas

Date: October 8, 2015 Email: neimadeb@ycs.k12.pa.us

Center for Safe Schools: _____

Date: _____ Email: _____

THE SCHOOL DISTRICT OF THE CITY OF YORK

OFFICE OF SPECIAL EDUCATION

CONTRACTUAL AGREEMENT
2015-2016 School Year

A contractual agreement made effective the 17th day of August 2015 between *The School District of the City of York* and **JANIS TAYLOR** for medical services provided during the 2015-2016 school years as follows:

1. **JANIS TAYLOR** will provide the required medical review of the Individualized Educational Program (IEP) of students who are eligible for the ACCESS program to confirm services are needed and being provided.

2. As payment for services The School District of the City of York will pay **JANIS TAYLOR** twelve dollars **($12.00)** for each ACCESS Service Description slip that she signs, as a result of each IEP that is examined.

3. Either party may terminate this agreement by giving the other party fourteen (14) days written notice.

Dr. Janis W. Taylor DNP, CRNP, CPN (717) 880-2565

Janis Taylor, Cert. Nurse Practitioner **TELE #**

28 Gateway Rd. York, PA 17403

ADDRESS **CITY/STATE/ZIP**

Dr. Linda C. Brown

Dr. Linda C. Brown, Assistant Superintendent for Special Education

Dr. Eric B. Holmes, Superintendent

Ms. Margie Orr, President of The Board Of School Directors

LETTER OF AGREEMENT between YORK CITY SCHOOL DISTRICT
and MARTIN LIBRARY of the York County Library System
Hannah Penn – Student Curriculum Assistants

This agreement is made and entered into as of the 15th day of September 2015, by and between YORK CITY School District ("YCSD") and Martin Library of the York County Library System ("YCLS").

1. **TERM**
   The Term of this agreement shall commence November 2, 2015 and terminate June 3, 2016

2. **DESCRIPTION**
   - Upon the terms and conditions set forth herein, YCLS will provide curriculum assistance to the students of YCSD by supporting a positive and caring learning environment.
   - Per the attached budget, YCLS will provide (2) Student Curriculum Assistants. These positions will collaborate with school-based staff to develop strategies for continuous student improvement.
   - The Program will operate Monday-Friday per the scheduled needs of the School District and students.

3. **GOALS and OUTCOMES**

   York City School District:
   - The Program will set up systems that will provide a safe and secure environment for students to engage in positive learning outcomes.
   - YCSD will share student data with YCLS in order to develop individual education plans.
   - This initiative supports the academic and curriculum needs of YCSD students.

   Martin Library:
   - Possess an understanding of the school district's philosophy, policies, and procedures relating to academic outcomes for students and staff.
   - Provide clerical and student support, remediation and college prep assistance in a positive and caring learning environment.
   - Collaborate with school-based staff, develop strategies for continuous student improvement, and provide direction and guidance to students in the classroom.
   - Communicate with all stakeholders including parents and teachers.
   - Ensure compliance in upholding and enforcing school rules, administrative policies, and state, municipal and federal regulatory guidelines.

4. FEES AND PAYMENT

- Budget for this program is $------- (per attached).
- YCLS will invoice YCSD $----- at the first of each month, Nov-June.
- YCLS requires YCSD full payment of invoice at "30 days net" with 1% monthly interest.
- Program will automatically suspend if any invoice is delinquent beyond 90-days, with program resuming after YCSD payment in full.

YCLS, by signing this agreement, certifies that it is not debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from conducting business with a federal department or agency of the federal government, or from receiving contracts paid for with federal funds.

We have entered into this Agreement as of the Effective Date written above:

YORK CITY SCHOOL DISTRICT

By: _____
Dr. Eric B. Holmes
Superintendent

Date: _____

MARTIN LIBRARY

By: _____
William H. Schell
President

Date: _____

9/15/15

School District of the City of York
Martin Library / York County Library System
BUDGET for Hannah Penn - Student Curriculum Assistants
Nov 2, 2015 - June 3, 2016

Description	Totals
(1) 25-hr Student Curriculum Asstistant	$17,500
(1) 25-hr Student Curriculum Asstistant	$17,500
* Total Costs (2 PT staff)	**$35,000**
(1) 25-hr Student Curriculum Asstistant	$17,500
* Total Costs (3 PT staff)	**$52,500**