EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

MINUTES

February 12, 2018
Regular Board Meeting

Board Room
800 Pine Street
Emmaus, PA 18049

Vision Statement: The East Penn School District will empower students to maximize their individual potential and become lifelong learners and contributors to a global society.

Mission Statement: The East Penn School District will provide a learning environment in which students become effective problem solvers, collaborators, critical thinkers, and communicators.
EAST PENN SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
MINUTES OF THE
FEBRUARY 12, 2018 BOARD MEETING

Board Members Present: C. Allen, K. Bacher, C. Ballard, A. Bowman, P. Champagne, C. Donatelli, A. Earnshaw, A. Smith, Z. Munson

Others Present: Marc S. Fisher, Esq., Worth, Magee & Fisher, Solicitor
Robert Saul, Treasurer
Janine Allen, Board Secretary
Dr. Michael Schilder, Superintendent of Schools

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE

President Earnshaw called the Board meeting to order at 7:30 p.m., followed by the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

John Donches, 559 Minor Street, Emmaus, PA, 18049 – Mr. Donches commented on various topics including items on the bill list, the psychologist contract, school lunches and House Bill 1531. Mr. Donches provided the Board Secretary with a handout regarding HB1531 to share with the Board.

3. APPROVAL OF MINUTES

Motion by Ballard, Seconded by Bacher
RESOLVED, That the Board of School Directors of East Penn SD approve the minutes of the January 22, 2018 Regular Board Meeting.

This resolution to approve the minutes was unanimously adopted by voice vote.

4. PRESENTATION

a. The Nutrition Group – Food Service for East Penn SD

Vicky Stahr, Regional Manager of The Nutrition Group, and Paul Vlasics, Food Service Director, provided a preview of coming attractions, reviewed the elementary, intermediate and secondary programs, and highlighted some of the monthly features being offered to the students. Jill Bergman, Assistant Food Service Director, provided a brief tutorial of Nutrislice, on-line menu for the district. The Nutrition Group offered samplings of the Kale Caesar Salad and Banana Split Sundae cups.

Following the presentation, Board members provided their comments and posed their questions pertaining to the Dominos lunch program, types of milk being served and food safety protocols.

Ms. Stahr reviewed the protocols and steps taken for students with peanut allergies and celiac disease. It was clarified there is no contractual obligation with Dominos for the Dominos lunch program and that The Nutrition Group is currently looking at local vendors to partake in meal plans similar to Dominos noting there is a nutritional component to be mindful of and budget requirements that must be met.
Mr. Donatelli expressed his interest in reaching out to legislators in an effort to allow 2% or whole milk to be served in schools again.
Ms. Bowman made the suggestion to offer a filter on the website for vegan options.
Mr. Ballard thanked The Nutrition Group for their presentation and is proud to have them serving the district for the past 18-20 years.

5. REPORT OF THE SUPERINTENDENT OF SCHOOLS

Dr. Michael Schilder reported on the following:

- Seven EHS students who attend LCTI placed 1st, 2nd or 3rd in the 2018 SkillsUSA district level competition held in Allentown on January 31. These students will move onto the state level competition and possibly onto the national level.
- Sophomore Stefania Schoen received a Silver Key in the 2018 Scholastic Art and Writing competition.
- Paula Fehlinger, 2nd grade teacher at Wescosville Elementary School, is presenting integration of technology in the classroom at the PETE&C (Pennsylvania Educational Technology Expo and Conference) from February 11 – 14, 2018 in Hershey.
- James Haag was named 2017 Lehigh Valley Soccer Scholar-Athlete of the Year.
- Pep rally was held this past Friday at Eyer Middle School. Principal Kelly challenged students to take a shot on the basketball court from half court. A. J. Hurlburt made the shot and the entire student body received a free soft pretzel.

6. PERSONNEL

Motion by Ballard, Seconded by Bacher
RESOLVED, That the Board of School Directors of East Penn SD approve the following personnel items, as recommended by the Superintendent:

a. Resignation(s) (Exhibit #1)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reyna Cruz</td>
<td>Administrative Assistant</td>
<td>Wescosville ES</td>
<td>2/6/18</td>
</tr>
<tr>
<td>Jordan Decker</td>
<td>Science Teacher</td>
<td>Eyer MS</td>
<td>3/30/18 or sooner</td>
</tr>
<tr>
<td>Amy Hitch</td>
<td>Confidential Assistant – HR</td>
<td>Administration</td>
<td>2/5/18</td>
</tr>
<tr>
<td>Marybeth Riter</td>
<td>Food Service Support Staff</td>
<td>Lincoln ES</td>
<td>1/24/18</td>
</tr>
<tr>
<td>Risa Roth</td>
<td>Instructional Assistant</td>
<td>Jefferson ES</td>
<td>2/2/18</td>
</tr>
<tr>
<td>Daniel Wessner</td>
<td>Head Track &amp; Field Coach and Head Cross Country Coach</td>
<td>EHS</td>
<td>2/6/18</td>
</tr>
</tbody>
</table>

Dr. Bacher spoke highly of Mr. Wessner stating he was sorry to see that he was resigning as Head Track & Field and Head Cross Country Coach.

b. Retirement – Retention Incentive Program for Administrators as per Board Policy 350.1 (Exhibit #2)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Ramella</td>
<td>Athletics Director</td>
<td>EHS</td>
<td>6/30/18</td>
</tr>
</tbody>
</table>

Dr. Schilder provided a summary of Mr. Ramella’s career. He noted that upon his retirement, Mr. Ramella will have provided 19 years of dedicated service to East Penn with a total of 45
years in education. President Earnshaw echoed Dr. Schilder’s comments thanking Mr. Ramella for his years of dedicated service and wished him health and happiness on his retirement.

c. **Compensated Professional Development Leave(s) as per Board Policy 338.1**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Denise Brosky</td>
<td>Instructional Support Teacher</td>
<td>Eyer MS</td>
<td>2018 – 2019 School Year</td>
</tr>
<tr>
<td>Brett Snellman</td>
<td>Learning Support Teacher</td>
<td>EHS</td>
<td>2018 – 2019 School Year</td>
</tr>
</tbody>
</table>

d. **General Leave of Absence(s) per CBA**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taylor Mattocks</td>
<td>Special Education Teacher</td>
<td>Wescosville ES</td>
<td>3/20/18 – 4/26/18</td>
</tr>
<tr>
<td>Heather Ziemba</td>
<td>Special Education Teacher</td>
<td>Macungie ES</td>
<td>3/6/18 – 4/13/18</td>
</tr>
</tbody>
</table>

e. **General Leave of Absence(s) – Uncompensated Leave as per Board Policy 339**

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Building</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gina Huczko</td>
<td>Staff Assistant</td>
<td>Wescosville ES</td>
<td>1/26/18 until end of the 2017-18 school year</td>
</tr>
<tr>
<td>Stephanie Schaffer</td>
<td>Instructional Assistant</td>
<td>Macungie ES</td>
<td>2/12/18 – 5/4/18</td>
</tr>
</tbody>
</table>

f. **Temporary Professional Employee Appointment(s)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Education Level</th>
<th>Undergraduate School</th>
<th>Assignment</th>
<th>Certification</th>
<th>Experience</th>
<th>Salary</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tierney Peake</td>
<td>B.S. Degree</td>
<td>Bloomsburg University</td>
<td>Grade 3 Teacher – Shoemaker ES</td>
<td>Instructional I: Grades PK-4</td>
<td>Dec. 2015 – Present: East Penn SD; Full Time Substitute – Elementary Teacher</td>
<td>$52,905; Year 3;</td>
<td>February 16, 2018</td>
</tr>
</tbody>
</table>

g. **Food Service Support Staff Appointment(s)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Building</th>
<th>Salary/Hours</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tessa Masiado</td>
<td>EHS</td>
<td>$10.85/hr</td>
<td>2/13/18</td>
</tr>
<tr>
<td>(resignation of B. Torres)</td>
<td></td>
<td>23.75 hrs/wk</td>
<td></td>
</tr>
</tbody>
</table>

h. **Food Service Support Staff Transfer of Assignment(s)**

<table>
<thead>
<tr>
<th>Name</th>
<th>From</th>
<th>To</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tawnia Cunningham</td>
<td>Alburts ES</td>
<td>Lincoln ES</td>
<td>2/13/18</td>
</tr>
<tr>
<td></td>
<td>20 hrs/wk</td>
<td>25 hrs/wk</td>
<td></td>
</tr>
</tbody>
</table>
i. **Support Staff Appointment(s)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Salary/Hours</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allison Mikelson</td>
<td>Instructional Assistant – Wescosville ES</td>
<td>$14.81/hr</td>
<td>2/13/18</td>
</tr>
<tr>
<td></td>
<td>(resignation of A. Reese)</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
<tr>
<td>Cindy Mount</td>
<td>Instructional Assistant – Wescosville ES</td>
<td>$14.81/hr</td>
<td>2/13/18</td>
</tr>
<tr>
<td></td>
<td>(resignation of M. Mathur)</td>
<td>29 hrs/wk</td>
<td></td>
</tr>
</tbody>
</table>

j. **Teacher Transfer of Assignment(s)**

<table>
<thead>
<tr>
<th>Name</th>
<th>2017-2018 Position</th>
<th>2018-2019 Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Megan Behr</td>
<td>Kindergarten, Lincoln ES</td>
<td>Kindergarten, Jefferson ES</td>
</tr>
<tr>
<td>Kimberly Henry</td>
<td>Kindergarten, Wescosville/Macungie ES</td>
<td>Kindergarten, Wescosville ES</td>
</tr>
<tr>
<td>Sharon Sechrist</td>
<td>Grade 2, Willow Lane ES</td>
<td>Kindergarten, Lincoln ES</td>
</tr>
</tbody>
</table>

k. **Reappointment of Assistant Superintendent**

Reappointment of Kristen M. Campbell to the Commissioned Office of Assistant Superintendent for a five year term beginning July 1, 2018 through June 30, 2023, as per SC 24 P.S. §10-1078.

President Earnshaw thanked Mrs. Campbell for her years of outstanding service in the district and is pleased to see the reappointment of her position as Assistant Superintendent.

l. **Addition to the 2017-2018 Per Diem Substitute List**

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kristen Bogert</td>
<td>FCS K-12</td>
</tr>
<tr>
<td>Amber Csrenko</td>
<td>Elementary</td>
</tr>
<tr>
<td>Mary Dunlap</td>
<td>Elementary K-6</td>
</tr>
<tr>
<td>Allison Fisher</td>
<td>Elementary K-6</td>
</tr>
<tr>
<td>Heidi Frey</td>
<td>Elementary PK-4, Special Ed PK-8</td>
</tr>
<tr>
<td>Jared Gerhard</td>
<td>Citizenship 7-12</td>
</tr>
<tr>
<td>Devon Groves</td>
<td>Elementary PK-4</td>
</tr>
<tr>
<td>Alexandra Harte</td>
<td>Elementary PK-4</td>
</tr>
<tr>
<td>Lisa Heineman</td>
<td>Math 7-12</td>
</tr>
<tr>
<td>Sirena Hettrick</td>
<td>Elementary PK-4, Special Ed PK-8</td>
</tr>
<tr>
<td>Kendra Kramer</td>
<td>Music PK-12</td>
</tr>
<tr>
<td>Russell Lande</td>
<td>Guest Teacher</td>
</tr>
<tr>
<td>Eileen Moore</td>
<td>Instructional/Staff Assistant</td>
</tr>
<tr>
<td>Erin O’Neill</td>
<td>Elementary PK-4</td>
</tr>
<tr>
<td>Risa Roth</td>
<td>Instructional/Staff/Remedial Assistant</td>
</tr>
</tbody>
</table>

m. **2017-2018 Co-Curricular Appointments – Schedule B (Exhibit #3)**

n. **STA of Pennsylvania, Inc. – Addition to Transportation Personnel List for 2017-2018**

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>District Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver</td>
<td>Keith Eberwein</td>
<td>1/23/18</td>
</tr>
</tbody>
</table>
This resolution was duly adopted by the following roll call vote:

Aye: Allen, Bacher, Ballard, Bowman, Champagne, Donatelli, Earnshaw, Munson, Smith – 9

7. BUSINESS OPERATIONS

Motion by Ballard, Seconded by Bacher, to vote on items a., b., d., e., & addendum f. together.

a. Approval of the Bill List

RESOLVED, That the Board of School Directors of East Penn SD approve the attached bill list and that the Treasurer be authorized to issue checks and vouchers in the amounts indicated, as per Exhibit #4.

b. Disbursement of Funds

RESOLVED, That the Board of School Directors of East Penn SD authorize the expenditure of funds from the Capital Reserve Fund, as per Exhibit #5.

d. Deputy Tax Collectors

RESOLVED, That the Board of School Directors of East Penn SD approve the appointment of the following deputy tax collector as requested by the elected tax collector in the event of their incapacitation:

<table>
<thead>
<tr>
<th>Municipality and Elected Tax Collector</th>
<th>Deputy Tax Collector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upper Milford Township, Deborah S. Schevets</td>
<td>Cynthia Hartzell</td>
</tr>
</tbody>
</table>

e. Use of District Facilities - Group IV Organizations

RESOLVED, That the Board of School Directors of East Penn SD grant Child Evangelism Fellowship – Greater Lehigh Valley permission to rent a classroom at Shoemaker Elementary School on February 20, 27 and March 6, 13, 20 & 27, 2018 to hold their Good News Club after school program.

Rental Fees
Classroom $20/hr

f. Jaindl Resolution

RESOLVED, That the Board of School Directors of East Penn SD approve the Spring Creek Properties Settlement Subdivision – Revised Subdivision Plan 2, and that the appropriate personnel are authorized to sign all required documents related thereto.

➢ Solicitor Fisher offered his comments and explanation for this motion noting this motion represents the implementation of agreements that were previously approved in 2007 and amended in June 2016 giving authorization for school district officials to sign documents relating to this subdivision.

These resolutions were duly adopted by the following roll call vote:
c. **Contracts/Agreements**

**Motion** by Champagne, Seconded by Bacher

RESOLVED, That the Board of School Directors of East Penn SD approve the following contracts/agreements, as per Exhibits #6 & #7:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSBA</td>
<td>Search Service Options - Superintendent Search</td>
<td>$6,000.00 $5,000 plus $1,000/finalist (not to exceed $8,000)</td>
</tr>
</tbody>
</table>

- Ms. Allen made the suggestion of initially advertising locally prior to getting PSBA involved. Mr. Donatelli inquired about considering in-house candidates before seeking outside candidates.
- Mr. Ballard and President Earnshaw spoke in favor of the PSBA superintendent search noting that utilizing PSBA's services would allow the district to cast a wide net in seeking qualified, experienced candidates from all over the commonwealth as well as candidates from outside the state. They highlighted other services provided by PSBA which include local advertising, crafting an application packet based on the Board's recommendations, prescreening of all candidates, and handling all the clearances and reference checks.
- Both Mr. Smith and Mr. Champagne agreed that a search of this importance requires the assistance of PSBA. Dr. Bacher noted he was part of the last search and feels PSBA is worth the cost for the position of superintendent.
- Dr. Munson stated that the $6,000 total amount for the PSBA agreement implies there would be only one finalist. Recommendation was made to amend the total $6,000 amount to read $5,000, plus $1,000 per finalist with a not to exceed amount of $8,000, which would allow up to three finalists.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.M.</td>
<td>Parent/Guardian Transportation Contract</td>
<td>IRS Standard Mileage Rate</td>
</tr>
<tr>
<td></td>
<td>5.4 miles round trip - Eyer Middle School</td>
<td></td>
</tr>
<tr>
<td></td>
<td>February 13, 2018 – June 30, 2018</td>
<td></td>
</tr>
</tbody>
</table>

- Dr. Pekarik explained that due to a specific situation, a student no longer takes transportation provided by the district. State law mandates free public education as well as free transportation; therefore the district reimburses the parent driving the student to and from school. Dr. Pekarik estimated the district has five (5) Board approved transportation contracts for this school year.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Type of Contract/Agreement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Richard A. Shillabeer</td>
<td>Independent Educational Evaluation</td>
<td>Not to exceed $4,250.00</td>
</tr>
</tbody>
</table>

- Solicitor Fisher offered an explanation in response to Dr. Munson's questions regarding the IEE agreement with Dr. Shillabeer. Dr. Pekarik acknowledged that this is the third contract this year explaining that parents have the right to an independent evaluation and requests from parents are happening more frequently. The actual cost depends on assessment tools used and time involved. The district has an approved list of psychologists from which the parent may choose.
from. It was noted that although the agreement appears to be open ended, the district will need to approve each contract separately since each contract is specialized for a particular student and for a particular need. Dr. Pekarik confirmed the psychologist travels to the school district to perform these assessments.

As Mr. Champagne had no objection to the friendly amendment made to the PSBA contract amount, it was resolved that the Board of School Directors of East Penn SD approve these contracts/agreements as amended.

This resolution was duly adopted by the following roll call vote:

Aye: Bacher, Ballard, Bowman, Champagne, Donatelli, Earnshaw, Munson, Smith - 8
Nay: Allen - 1

8. CURRICULUM

a. Educational Conferences

Motion by Bacher, Seconded by Munson
RESOLVED, That the Board of School Directors of East Penn SD approve the estimated expenses for the individuals attending educational conferences, as per Exhibit #8.

In response to Dr. Munson's inquiry, Mrs. Campbell provided an overview of the essence of the Conference for Kindergarten Teachers attended by a few administrators and teachers. This conference is specifically geared towards kindergarten teachers and geared towards practices aligned with the district's vision. It is anticipated that another team will be attending another conference geared towards purposeful play.

This resolution was duly adopted by the following roll call vote:

Aye: Allen, Bacher, Ballard, Bowman, Champagne, Donatelli, Earnshaw, Munson, Smith - 9

9. POLICY

a. Board Policy Review

First Reading – Update of Current Policies (Exhibit #9)

- Dr. Schilder reviewed language being recommended to be added, revised or deleted as a result of the Board members input and administration recommendations. Administration provided rationale for their recommendations.
- During the discussion and review of the policies, the Board shared their opinions, asked questions, requested clarification and provided additional recommendations pertaining to these policies.
- Administration was directed to review this information and consult with the Board solicitor, where needed, to produce recommendation for a second reading of these policies.
10. OTHER ITEMS

a. Board of Directors Goals - proposed by Adam Smith (Discussion Item Only)

b. Board of Directors Retreat – proposed by Adam Smith (Discussion Item Only)

Mr. Smith shared his thoughts and provided his rationale for requesting a Board retreat and the importance of developing Board goals. He recommended exploring workshops offered by PSBA.

During the discussion, the Board voiced their opinions, asked questions, shared their past experiences with Board retreats and provided insight of Board retreats run by PSBA. They provided their thoughts on Board goals and expressed their concern of transparency.

Dr. Bacher pointed out that goals are set and prioritized for the next school year as part of the superintendent’s evaluation. President Earnshaw added that since these established goals are a component of the superintendent’s evaluation, this is done during executive session, not in public.

Dr. Munson recommended devoting more components to the superintendent’s evaluation.

Ms. Allen recommended having workshops separate from Board meetings where Board members can meet in small groups and gain knowledge in certain areas of the district.

Several Board members expressed they are not opposed to having a Board retreat, but requested a detailed purpose of the retreat.

President Earnshaw pointed out the expenses involved in holding retreats and suggested Mr. Smith submit a motion to the Board Secretary to obtain a proposal from PSBA to look at cost and benefits of a retreat.

Dr. Schilder commented on the district’s goal setting process which flows from a larger component to a smaller component. The first component is the Comprehensive Plan. These goals funnel down to the second component, DILT (District Instructional Leadership Team), then onto the third component, the process of setting goals with principals which are aligned with the Comprehensive Plan and DILT. Goals of the Comprehensive Plan are public and available online. Goals of principals are not public since there is an evaluation component, similar to the superintendent. He also offered his past experience of retreats which usually involved outside facilitators noting some were valuable, some were not.

11. OTHER EDUCATIONAL ENTITIES


- JOC Members: Mr. Champagne, Mr. Donatelli, Mr. Earnshaw, A. Smith
  - No report

12. LEGISLATIVE

a. Mr. Ballard and Mr. Champagne reported on the following:

- Both Mr. Champagne and Mr. Ballard attended the NSBA Advocacy Institute in Washington, DC.
- Tax reform bill has provision that will impact the ability to refinance school bonds.
- Current budget proposal provides recommendation of the elimination of all Title II funding for school districts and teacher colleges.
- Our legislatures are not aware of substitute shortage.
Meetings with the staff of Senators Casey and Toomey and Representative Dent were productive.

Mr. Champagne encouraged members of the Board and public to write their senators regarding reauthorization of the Career and Technical Education Perkins Act.

IDEA is up for reauthorization and being supported by resolutions. Mr. Champagne expressed the importance of reaching out to legislators in support of IDEA funding due to the increasing demands on the districts for special education students.

Governor has until this Friday to agree with the redistricting of the congressional map of voting districts and pass onto the Supreme Court.

Governor presented his budget on Feb. 6th calling for a $32.9 billion budget including increase of $100M for basic education subsidy and a $20M boost for special education as well as increases for early childhood education programs. No major cuts, but Ready to Learn grant and pupil transportation have been level funded (no increase from last year). Budget appropriation hearings to be held through March 6th.

A proposed unfunded mandate would require the district to be transparent about pension obligations to our employees.

13. ANNOUNCEMENTS

President Earnshaw announced that he will be relocated to Richmond, Virginia by his current employer and will be relocating this summer. He plans to continue serving on the Board through the end of this school year at which time he will submit his letter of resignation to the Board.

Executive Session was held on Monday, February 12, 2018 at 7:00 p.m. Topic of discussion was real estate.

Schools and offices will be closed Friday & Monday - February 16 & 19, 2018.

Next Board Meeting is scheduled for Monday, February 26, 2018 at 7:30 p.m.

14. ADJOURN

There being no further business to come before the Board, Motion to adjourn was made by Ballard, Seconded by Bacher at 9:59 p.m.

Respectfully submitted,

Janine L. Allen
Board Secretary
East Penn School District
EXHIBITS

February 12, 2018
January 18, 2018

Tara Desiderio
East Penn School District
Wescosville Elementary School
1064 Liberty Lane
Wescosville, PA 18064

Re: Resignation

Dear Tara-

As of February 6, 2018, I officially resign from my position as Administrative Assistant.

It has truly been a wonderful experience to work the WES team here at EPSD. Thank you for giving me the opportunity to be a part of it and to make a difference here.

The staff, students, and families have impacted me in an enormous way with their dedication, genuine support and care they place in EVERYTHING they do.

WES is a great place!

Warmly,

Reyna E. Cruz
January 29, 2018

East Penn School District
Jessica Afflerbach
Human Resources Representative

Dr. Michael Schilder
Superintendent
800 Pine Street
Emmaus, PA 18049

To Whom It May Concern,

I am writing this letter to officially announce my resignation from the East Penn School District. As per stated upon an agreed temporary professional employee contract, this will be effective at a maximum of 60 calendar days from this day, March 30th, or when the vacant position is filled if this occurs first. I have accepted a position outside of the public school sector as an Education Consultant and look forward to a new challenge in my professional life.

To leave my teaching job at East Penn SD has been the hardest decision of my life. This is a great school district, in a strong community, with amazing students, teachers, and parents, and administration. The vision is clear for a strong future at East Penn SD and I am proud to say that my own two children will go through the East Penn system due to me living within the district.

I cannot say enough thanks to the East Penn SD for allowing me the opportunity to teach science at the 8th grade level. I have loved my job and the building I was able to fulfill it in. I can’t say enough about the administration and their guidance, service, and leadership. The truly put students first in their actions and initiatives, and it was inspiring.

Thank you again for allowing me to grow as an professional over the last three years and believing in me as an educator. I hope to keep a positive, strong, relationship with the East Penn School District and hope to be involved as a positive community member as my young family attends the schools. This is a wonderful place to work and it will be truly missed.

Best Regards,

Jordan Decker

Cc: Principal Michael Kelly, Eyer Middle School
East Penn School Board,

I'd like to start off with thanking you for the opportunity of working in Lincoln Cafeteria. I have always enjoyed and valued my job there. I must resign/retire from my position with EPSD effective Jan. 24, 2018.

Again, thank you for my years there.

Sincerely,

MaryBeth Riter
January 22, 2018

Dear Ms. Afflerbach,

It has been my pleasure to be a part of the East Penn School District for many years as both a parent and employee. I have been fortunate to work with dedicated, caring staff; and have watched my daughters grow in this school community into successful college students. Thank you! However, I have been offered a position outside of the district, and therefore am writing this as my letter of resignation. I would like my last day of work to be Friday, February 2nd. Thank you again for many wonderful memories!

Sincerely,

Risa Roth
February 6, 2018

Dennis Ramella
Director of Athletics
Emmaus High School
500 Macungie Avenue
Emmaus, PA 18049

Dear Dennis:

I am writing to inform you of my intentions to resign from my positions as Head Track & Field Coach and Head Cross Country Coach at Emmaus High School effective immediately.

I am very sorry for any inconvenience this may have caused. Please know that I will be available to assist in any way possible with the transition.

Thank you for giving me the opportunity to lead two of the premier sports programs in the area. It was an honor and a privilege working for you and coaching these outstanding student athletes. I also want to thank the Athletic Office staff for all the support and help they have provided throughout the years to make my job so much easier.

Sincerely,

Daniel S. Wessner
Dear Dr. Schilder,

This is a very difficult letter to write and one I have tried to avoid. No one loves a job more, but as they say, all good things must come to an end and so it is with my 45 year career in education. The classroom and the athletic arena have been my professional home since 1973 and I couldn’t have asked for a more exciting and fulfilling career. So after 32 years as an athletic administrator, the time seems right to submit my notice of retirement and give a younger person the opportunity to pursue their dream. I feel fortunate to have worked alongside so many wonderful people, the list of which is too long to mention. However I need to thank my office, medical, event and coaching staffs along with the maintenance department for helping me do the job I love. My biggest thank-you is for a special person, Dr. Herman Corradetti, a wonderful man, educator and mentor who brought me to East Penn in 1999. I will always be grateful for his guidance and most importantly his friendship. Dr. Corradetti was an inspiration to all who knew him and left us much too soon. I’d also like to thank the many people, colleagues and students I have had the privilege to know and serve as your athletic director.

So here it is: I am requesting that the East Penn Board of School Directors accept my letter of resignation with intent to retire effective June 30, 2018 and approve my application for the Retention Incentive Program for Administrators in Board Policy 350.1.

To quote one of my favorite philosopher’s Dr. Seuss, “don’t cry because it’s over, smile because it happened.”

With the highest regard and appreciation, and a big smile, I remain

Dennis J. Ramella
Director of Athletics
East Penn School District
### 2017-18 Schedule B

**Co-Curricular Appointments**

**February 12, 2018**

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**Fund Accounting Check Summary**

**ATHLETIC FUND - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote    d - Direct Deposit  C - Credit Card Payment

02/08/2018 10:25:40 AM

EAST PENN SCHOOL DISTRICT  Page 1
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<td>VARSITY BOYS BASKETBALL OFFICIAL V</td>
<td></td>
<td>74.00</td>
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<tr>
<td>00005978</td>
<td>JACK SCHULTE</td>
<td>LMMS BOYS BASKETBALL OFFICIAL VS.</td>
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<td>61.00</td>
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<tr>
<td>00005979</td>
<td>CLAYTON SHAFFER</td>
<td>EYER BOYS BASKETBALL OFFICIAL VS.</td>
<td></td>
<td>61.00</td>
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</tbody>
</table>

* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  c - Credit Card Payment

02/08/2018 10:25:40 AM  EAST PENN SCHOOL DISTRICT  Page 2
# Fund Accounting Check Summary

ATHLETIC FUND - From 07/01/2017 To 06/30/2018

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

<table>
<thead>
<tr>
<th>Check #</th>
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<th>Description Of Purchase</th>
<th>Check Amount</th>
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<tr>
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<td>NOAH SPARANDEO</td>
<td>JRHI/JV Boys Basketball Official V</td>
<td>EYER Boys Basketball Official VS.</td>
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<tr>
<td>00005981</td>
<td>DAVID STEINER</td>
<td>EYER Boys Basketball Official VS.</td>
<td>JRHI/JV Boys Basketball Official V</td>
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<td>00005982</td>
<td>JAMES STRUBINGER SR.</td>
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<td>EYER Boys Basketball Official VS.</td>
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<td>00005983</td>
<td>JOHN H TAYLOR</td>
<td>JRHI/JV Girls Basketball Official</td>
<td>EYER Boys Basketball Official VS.</td>
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<tr>
<td>00005984</td>
<td>DERRICK WATKINS</td>
<td>EYER Boys Basketball Official VS.</td>
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10 - GENERAL FUND

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<td>Grand Total Direct Deposits</td>
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<td>Grand Total Credit Card Payments</td>
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<td>Grand Total All Checks</td>
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* Denotes Non-Negotiable Transaction

# - Payables within Check  P - Prenote  d - Direct Deposit  C - Credit Card Payment

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## Fund Accounting Check Summary

**PLGIT - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

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### 10-GENERAL FUND

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<tr>
<td>Grand Total All Checks</td>
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* Denotes Non-Negotiable Transaction

# - Payables within Check  
P - Prenote  
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c - Credit Card Payment

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EAST PENN SCHOOL DISTRICT

Page 1
## Fund Accounting Check Summary

**KEY BANK - GENFUND** - From 07/01/2017 To 06/30/2018

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

### Check # | Vendor Name | Description Of Purchase | Description Of Purchase | Check Amount
---|---|---|---|---
00037060 | DEER COUNTRY FARM & LAWN INC | SUPPLIES | | 196.73
00037061 | PETROLEUM TRADERS CORP | OIL | | 16,733.25
00037062 | UGI UTILITIES, INC | NATURAL GAS | | 743.81
00037063 | LAURA CACIOLO | TIME OWED TO THE EMPLOYEE | | 1,100.00
00037064 | AMAZON | GENERAL SUPPLIES | | 574.75
00037065 | HOME DEPOT CREDIT SERVICES | SUPPLIES | | 263.47
00037066 | LEHIGH COUNTY AUTHORITY | WATER/SEWAGE | | 1,203.65
00037067 | BOROUGH OF MACUNGIE | WATER/SEWAGE | | 10,593.23
00037068 | OTIS ELEVATOR COMPANY | REPAIRS & MAINT BLDGS | OTHER PURCHASED PROFESSIONAL & TECHN | 6,210.57
00037069 | PPL ELECTRIC UTILITIES CORP | ELECTRICITY | | 1,037.50
00037070 | SEARS COMMERCIAL ONE | SUPPLIES | | 202.95
00037071 | SERVICE TIRE TRUCK CENTER | RPR & MAINT SVCS EQUIP | | 916.59
00037072 | TRANE US INC | GENERAL SUPPLIES | | 83.31
00037073 | A & B LOCK & SAFE CO INC | GENERAL SUPPLIES | | 50.70
00037074 | A-PROMPT CORPORATION | TECH SUPPLIES & FEES | | 247.05
00037075 | ADVANCED DISPOSAL SERVICES INC | DISPOSAL SERVICES | | 6,277.74
00037076 | ALLENTOWN FLAG CO | SUPPLIES | | 883.95
00037077 | AMAZON | GENERAL SUPPLIES | | 5,183.79
00037078 | AMERICAN 3B SCIENTIFIC | GENERAL SUPPLIES | | 587.95
00037079 | ANNVILLE-CLEONA MUSIC BOOSTERS INC | STUDENT FEES FOR INSTRUCT RELATED | | 3,450.00
00037080 | APPLAUSE LEARNING RESOURCES | REISSUE CK 36951; DAMAGED IN MAIL. | | 251.85
00037081 | ARTS ACADEMY ELEMENTARY CHARTER SCHOOL | TUITION TO PA CHARTER | | 4,790.36
00037082 | ARTS ACADEMY CHARTER SCHOOL | TUITION TO PA CHARTER | | 26,463.52
00037083 | ASSET GENIE | TECH SUPPLIES & FEES | | 40.95
00037084 | AUTOZONE | SUPPLIES | | 6.62
00037085 | B & F PETROLEUM INSTALLATIONS INC | REPAIRS & MAINTENANCE SVC OF EQUIP | | 685.00
00037086 | B & H PHOTO-VIDEO | GENERAL SUPPLIES | | 99.56
00037087 | DR. ROBERT BRIAN BARNES | OTHER PROFESSIONAL SERVICES | | 500.00
00037088 | OWEN M BASTIAN INC | SUPPLIES | | 79.95
00037089 | BAYADA HOME HEALTH CARE INC | OTHER PROFESSIONAL SVC | | 264.25
00037090 | BELMONT BEHAVIORAL HOSPITAL | TUITION TO PRI | | 450.00
00037091 | BIT DIRECT INC | GENERAL SUPPLIES | TECH SUPPLIES & FEES | 6,594.50
00037092 | BREAKOUT, INC | GENERAL SUPPLIES | | 318.00

* Denotes Non-Negotiable Transaction

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<td>REPAIRS &amp; MAINTENANCE SVC OF BUILD SUPPLIES</td>
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* Denotes Non-Negotiable Transaction

02/08/2018 10:21:18 AM  
EAST PENN SCHOOL DISTRICT  
Page 2
### Fund Accounting Check Summary

**KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018**

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

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<td>THE HORSHAM CLINIC</td>
<td>TUITION TO PRRI</td>
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<td>KING, SPRY, HERMAN, FREUND &amp; OTHER PROFESSIONAL SVC</td>
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<td>00037147</td>
<td>Kutztown University of PA</td>
<td>PRO ED EMP TRAIN/DEV</td>
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<td>00037148</td>
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<td>OTHER PURCHASED PRO/TEC</td>
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<td>00037149</td>
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<td>DUES &amp; FEES</td>
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02/08/2018 10:21:18 AM  EAST PENN SCHOOL DISTRICT  Page 3
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**KEY BANK-GENFUND** - From 07/01/2017 To 06/30/2018

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* Denotes Non-Negotiable Transaction

# - Payables within Check
P - Prenote
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EAST PENN SCHOOL DISTRICT

Page 4
# Fund Accounting Check Summary
## KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

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EAST PENN SCHOOL DISTRICT  
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### Fund Accounting Check Summary

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* Denotes Non-Negotiable Transaction

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**# - Payables within Check**

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02/08/2018 10:21:18 AM

EAST PENN SCHOOL DISTRICT

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* Denotes Non-Negotiable Transaction

# - Payables within Check
P - Prenote
D - Direct Deposit
C - Credit Card Payment

02/08/2018 10:21:19 AM
EAST PENN SCHOOL DISTRICT
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**KEY BANK-GENFUND** - From 07/01/2017 To 06/30/2018

Note: Output selection limited to transactions dated between 01/23/2018 and 02/12/2018

<table>
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<tr>
<th>Check #</th>
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* Denotes Non-Negotiable Transaction

Payables within Check P - Prenote d - Direct Deposit c - Credit Card Payment

02/08/2018 10:21:19 AM EAST PENN SCHOOL DISTRICT
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**KEY BANK-GENFUND - From 07/01/2017 To 06/30/2018**

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<table>
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<tr>
<th>Check #</th>
<th>Vendor Name</th>
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* Denotes Non-Negotiable Transaction
* Payables within Check
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* C - Credit Card Payment
* EAST PENN SCHOOL DISTRICT

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### 10-GENERAL FUND

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<tr>
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<td>Grand Total Credit Card Payments:</td>
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<td>Grand Total All Checks :</td>
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* Denotes Non-Negotiable Transaction

# - Payables within Check  
P - Prenote  
d - Direct Deposit  
c - Credit Card Payment

02/08/2018 10:21:19 AM  
EAST PENN SCHOOL DISTRICT  
Page 10
**Fund Accounting Check Summary**
CAPITAL RESERVE - From 07/01/2017 To 06/30/2018

Note: Output selection limited to transactions dated between 02/12/2018 and 02/12/2018

<table>
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<tr>
<th>Check #</th>
<th>Vendor Name</th>
<th>Description Of Purchase</th>
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<td>LMMS CABLING CHANGE ORDER</td>
<td>WILLOW LANE CABLING CHANGE ORDER</td>
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32-CAPITAL RESERVE FUND  

- Grand Total Manual Checks : 0.00
- Grand Total Regular Checks : 8,455.29
- Grand Total Direct Deposits: 0.00
- Grand Total Credit Card Payments: 0.00
- Grand Total All Checks : 8,455.29

* Denotes Non-Negotiable Transaction

P - Prenote
d - Direct Deposit
c - Credit Card Payment

02/06/2018 02:17:19 PM  
EAST PENN SCHOOL DISTRICT  
Page 1
PSBA Search Service Options

Introduction
PSBA can assist the Board in developing a professional, comprehensive and ethical executive search leading to the successful appointment of your next superintendent. While the following summarizes options available to the board, PSBA's Search Services welcomes the opportunity to customize a search program that meets your needs.

A change in leadership can be a challenging time for any board and your association is here to help. The member services team welcomes the opportunity to meet with the board to discuss search strategies. During this session, PSBA discusses market trends and best practices as well as addressing concerns the board may have as they prepare to search for their next superintendent of schools. In addition to this complimentary discussion, the association also offers a fee-based service option as summarized below.

Superintendent Search
Phase I: Planning the Search
PSBA's Member Services Manager begins your search by facilitating a board discussion of the process to arrive at a consensus of the issues, concerns and needs of the district. This foundational discussion informs key search strategies and is reflected in the advertisement and position announcement to attract candidates that possess the necessary leadership skills as determined by the board. PSBA will also provide an online survey to be posted on the district’s website in order to capture additional stakeholder input. This information will be utilized to develop the Leadership Profile, which will be used throughout the remainder of the search to assess each candidate’s experience, skills and qualifications against the standards set by the board.

Phase II: Advertising
PSBA will communicate the leadership opportunity to a wide audience as fast and as efficiently as possible by utilizing Career Gateway (PSBA’s online application software) and multi-tiered advertising strategies to reach local, state-wide, regional and national candidates. PSBA will also handle all of the applicant administration to include building candidate credential files. We actively work with candidates to ensure they are within full compliance with PA law. Throughout the application process, the board will receive regular updates and, at the end of the open application period, will have completed applications made available to each board member.

Phase III: Screening and Selection for Interviews
PSBA’s Member Services Manager will schedule a meeting with the board to review all completed application packets. The Member Services Manager will review each candidate’s application file with the board, highlighting candidates whose qualifications and professional attributes most strongly align with board identified criteria. The presentation of each candidate includes a summary of preliminary background information researched from public sources.

Phase IV: Interviews and References
At the conclusion of board selection, PSBA will assist in planning the interview format, developing well-constructed interview questions and discussing candidate assessment strategies. PSBA’s Member Services Manager will also conduct training related to interviewing and reference checking in order to provide guidance to the board as they complete the interview and background checking phases of the search.
Phase V: Appointment
PSBA will be available to advise the board on how to proceed with its offer to the selected candidate. The board will conduct the negotiations and should have all proposals, counter-proposals and the final terms of employment reviewed by its own solicitor.

The boards' investment in this project would be $5,000.

The board may select to have PSBA complete the reference checks on finalists at an additional fee of $1,000 per finalist. This service include the completion of calls and a verbal, summary report that is provided remotely to the board.

Conclusion
This option provides an appropriate balance of facilitation and guidance to meet your needs as determined by the board. PSBA welcomes a discussion on further customization of the service presented to meet the needs of the East Penn School District.

Should you have any immediate questions, please contact Britta Barrickman at britta.barrickman@psba.org or (717) 506-2450 x 3369.
INDEPENDENT CONTRACTOR AGREEMENT
School Psychologist

This independent contractor agreement (the “Agreement”) is made on this 30th day of January, 2018 by and between Dr. Richard A. Shillabeer, an independent contractor, state and nationally certified as a school psychologist (“PSY”), and the East Penn School District, a Pennsylvania School District (“DISTRICT”) (collectively, the “Parties”).

RECITALS

Whereas, PSY is a certified school psychologist in the State of Pennsylvania;

Whereas, DISTRICT is responsible for providing educational services to students residing within the East Penn School District;

Whereas, DISTRICT desires to engage PSY as an independent contractor and PSY desires to provide school psychology services (the “Services”) as an independent contractor upon the terms and conditions set forth herein;

Whereas, DISTRICT and PSY desire to enter into this Agreement in order to set forth the duties and responsibilities of and the relationship between DISTRICT and PSY.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agrees as follows:

I. IDENTIFICATION OF THE PARTIES.

A. PSY is identified as follows:

Richard A. Shillabeer
Tax ID Number: 159665913
Certification Number: 07637360
Sole Proprietor

155 Columbia Street
Duryea, PA 18642
570.466.5870
B. DISTRICT is identified as follows:

East Penn School District  
Attn: Dr. Linda M. Pekarik  
Director of Special Education  
800 Pine Street  
Emmaus, PA 18049

II. ENGAGEMENT.

PSY agrees to provide the Services for the DISTRICT pursuant to the terms described in Exhibit A.

III. INDEPENDENT CONTRACTOR STATUS.

The DISTRICT and PSY understand and agree their relationship is that of an independent contracting of school psychology services and nothing in this Agreement shall be construed to create an employee/employer relationship. It is further agreed that because of this independent contracting relationship, the DISTRICT does not have any obligation or responsibility for the payment of unemployment compensation or state or federal withholding taxes with respect to PSY, including, but not limited to the taxes levied or contributions required by the Federal Insurance Contributions Act (FICA), the withholding provisions of the Internal Revenue Code, or any state or local ordinance, the Social Security Act, the Federal Unemployment Insurance Act and Workers’ Compensation. In addition, PSY shall have no claim under the Agreement against the DISTRICT for vacation pay, sick leave, or retirement benefits. PSY understands that he is responsible and completely liable for all employment and payroll taxes or contributions imposed by any one of the above laws or ordinances.

IV. COMPENSATION.

PSY will periodically submit documentation to the DISTRICT indicating the dates worked by PSY and a description of services rendered, for which the DISTRICT will make a one-time payment up to $4250.00 as set forth in Exhibit A. The DISTRICT agrees to be responsible for payment in full upon the completion of the IEE report. In the case of the student withdrawing, leaving, or no longer being in attendance within the DISTRICT prior to the completion of the evaluation, the DISTRICT will be responsible for prorated payment at the rate of $200.00 per hour based upon submitted documentation to the DISTRICT. PSY will be reimbursed for the services within 45 calendar days from the DISTRICT’s receipt of the completed IEE report.
V. TERM AND TERMINATION.

A. Term of Agreement. The initial term of this Agreement shall commence on the date first written above and shall terminate when the evaluation report is submitted to the DISTRICT.

VI. PROMISES AND REPRESENTATIONS OF PSY.

A. PSY will provide and render the services in accordance with the standards directed and established by the DISTRICT and shall comply with the policies, rules, and regulations of the state of PA in regards to psychoeducational evaluations and recommendations. PSY shall provide the services in accordance with the ethical standards and practices of the American Psychological Association and the National Association of School Psychologists.

B. PSY will comply with the requirements of ACT 34, ACT 151, and ACT 114 requiring background and criminal checks prior to conducting any evaluation of students. Current copies of all clearances will be provided to the DISTRICT at its request.

C. PSY will maintain adequate and current records for individuals to whom PSY provides the services; PSY will retain the testing protocols to protect confidentiality of testing instruments and client records. All records will be purged following one year from the completion date of the evaluation.

D. PSY agrees not to provide or release any draft versions of the evaluation prior to the completion of the evaluation; PSY will release the final evaluation report to both the DISTRICT and PARENT(S) simultaneously.

VII. MALPRACTICE INSURANCE.

PSY agrees to maintain in effect during the term of this Agreement, professional liability insurance with a reputable insurance carrier (Darwin in the minimum amount of $500,000 per occurrence and $1,000,000 in the annual aggregate). PSY shall: (A) provide malpractice insurance information to DISTRICT (listed below); and (B) authorize insurance carrier to notify DISTRICT in the event of a cancellation or material change of the Policy.

Current Policy #: 5001-3127 (Darwin National Assurance Company)
Policy Dates: 04/01/17 - 04/01/18
VIII. CONFIDENTIALITY.

A. PSY shall not during or after termination of the Agreement use for his benefit or disclose or divulge, in any manner to any third party, any confidential information without the written consent of the DISTRICT.

B. The DISTRICT may also not supply any information in any manner to any third party without the written consent of PSY in regards to personal or professional practices. This provision restricts the District in terms of voluntary discussions of the PSY's personal or professional practices with third parties. It does not prohibit the District from discussing those personal or professional practices where there is a legal obligation to do so, such as in response to a subpoena or other legal process, to include investigations by a governmental entity with authority to do so. This provision is also not intended to prohibit the District from using any information or work product provided by PSY for purposes related to educational placement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written above.

PSY: 

DISTRICT: 

Richard A. Shillabeer, Psy.D. 
PA Certified School Psychologist 
Nationally Certified School Psychologist 
Licensed Professional Counselor 
Diplomate, American Board of School Neuropsychology 

East Penn School District
**EXHIBIT A**

**PSY SERVICES**

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<th>Services</th>
<th>Compensation</th>
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<td>Independent Educational Evaluation</td>
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<tr>
<td>Evaluation Assessments/Scoring/Interpretation</td>
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<tr>
<td>Report Writing</td>
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<tr>
<td>Review of educational records</td>
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<tr>
<td>Communication with parent(s) and school district staff</td>
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<tr>
<td>Classroom observation(s)</td>
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<td>Teacher/Specialist Input(s)/Interview(s)</td>
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<td>Parent/Student Input(s)/Interview(s)</td>
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<tr>
<td>Behavior Rating Scales</td>
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*As executed on the date first written above, the DISTRICT will compensate the PSY at a fee up to $4250.00 in a one-time payment to complete a comprehensive IEE.*
### Educational Conferences

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<tr>
<th>Conference Title</th>
<th>Location</th>
<th>Date(s)</th>
<th>Attending</th>
<th>Position/Building</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Aggression Replacement Training</td>
<td>CLIU21 – Schnecksville, PA</td>
<td>March 5 - 6, 2018</td>
<td>Sallie Yencho</td>
<td>Principal/Macungie ES</td>
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<td>March 5 - 6, 2018</td>
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<td>School Psychologist/Wescoville, ES</td>
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<td>March 5 - 6, 2018</td>
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<td>20th Annual Kutztown University Children’s Literature Conference</td>
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<td>April 21, 2018</td>
<td>Megan Mang</td>
<td>Librarian/Shoemaker ES</td>
<td>$113.07 (Title II Funds)</td>
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<td>Teacher-in-the-Workplace</td>
<td>LCCC Alumni Center &amp; CLIU21 – Schnecksville, PA</td>
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<td>Brad Lower</td>
<td>Special Ed. Teacher/EHS</td>
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<td>JV National Academic Competition</td>
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<td>June 1 – 3, 2018</td>
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<th>Conference Title:</th>
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<td>Attending:</td>
<td>Scott Walbert</td>
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Location: Philadelphia, PA  
Date(s): March 21 – 22, 2018  
Attending: Michael Scheiry  
Position/Building: Maintenance/District  
Cost: $345.00

Conference Title: Pool Certification  
Location: Philadelphia, PA  
Date(s): March 21 – 22, 2018  
Attending: Joel Gaugler  
Position/Building: Maintenance/District  
Cost: $335.00

Conference Title: The Connected Teacher  
Location: On-line  
Date(s): February 18 – May 18, 2018  
Attending: James Repischak  
Position/Building: 2nd Grade Teacher/Willow Lane ES  
Cost: $20.00 (Title II Funds)

Conference Title: Digital Survival Skills  
Location: On-line  
Date(s): February 15 – March 15, 2018  
Attending: James Repischak  
Position/Building: 2nd Grade Teacher/Willow Lane ES  
Cost: $20.00 (Title II Funds)

Conference Title: 2018 Teaching Kindergarten Conference  
Location: New York City, NY  
Date(s): April 20 – 21, 2018  
Attending: Jacqueline Vogel  
Position/Building: Principal/Shoemaker ES  
Cost: $855.15 (Title II Funds)

Conference Title: 2018 Teaching Kindergarten Conference  
Location: New York City, NY  
Date(s): April 20 – 21, 2018  
Attending: Julie Konjoian  
Position/Building: Instructional Support Teacher/Shoemaker ES  
Cost: $405.15 (Title II Funds)
## Board Policy Updates

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<th>2nd Board Reading</th>
<th>3rd Board Reading &amp; Adoption</th>
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<td>2-12-2018</td>
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**Key:**
- **S** = Superintendent
- **AS** = Assistant Superintendent
- **BS** = Board Solicitor
- **AI** = Administrative Input
Authority

The Board adopts the procedures contained in Section 000 of the Policy Manual and policies contained in the Policy Manual as a governance tool for the Board and as a resource for district administrators and employees, students, parents/guardians, residents and community members.[1][2][3]

The Board Policy Manual shall be published and maintained on the district’s publicly accessible website.

The Board Policy Manual shall be considered a public record. A copy of the Policy Manual shall be maintained in the administration office and shall be available for inspection and access by citizens during regular office hours.[4][5]

The Superintendent or designee shall maintain an orderly plan for the promulgation of policies to students, parents/guardians and staff who are affected by them and shall provide easy accessibility to an up-to-date Policy Manual.

The Superintendent or designee shall be responsible to review existing policy in light of Board actions and revisions to state and federal statutes and regulations, and to recommend to the Board the changes necessary to maintain the Board Policy Manual in a current status.[3]
<table>
<thead>
<tr>
<th>Book</th>
<th>Policy Manual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section</td>
<td>100 Programs</td>
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<tr>
<td>Title</td>
<td>Nondiscrimination in School and Classroom Practices</td>
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https://www.boarddocs.com/pa/open/Board.nsf/Private?open&login#
1. 22 PA Code 12.1
2. 22 PA Code 12.4
3. 22 PA Code 15.1 et seq
4. 22 PA Code 4.4
5. 24 P.S. 1301
6. 24 P.S. 1301-A
7. 24 P.S. 1310
8. 24 P.S. 1601-C et seq
9. 24 P.S. 5004
10. 20 U.S.C. 1681 et seq
11. 29 U.S.C. 794
12. 42 U.S.C. 12101 et seq
15. 43 P.S. 951 et seq
16. Pol. 103.1
17. Pol. 218
18. Pol. 247
19. Pol. 249
20. U.S. Const. Amend. XIV, Equal Protection Clause
21. 29 CFR 1604.11
22. 29 CFR 1606.8
25. Office for Civil Rights – Harassment Guidance: Harassment of Students by School Employees, Other Students or Third Parties (January 2001)
26. Office for Civil Rights - Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability (Oct. 26, 2010)
27. Pol. 806
28. 18 Pa. C.S.A. 2709
29. Pol. 815
28 CFR Part 35
28 CFR Part 41
34 CFR Part 100
34 CFR Part 104
34 CFR Part 106
34 CFR Part 110
Pol. 122
Pol. 123
Pol. 701
Authority

The Board declares it to be the policy of this district to provide an equal opportunity for all students to achieve their maximum potential through the programs offered in the schools without discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, marital status, pregnancy, handicap/disability, or other legally protected classification.

This policy shall apply to students and to third parties.

The district strives to maintain a safe, positive learning environment for all students that is free from discrimination. Discrimination is inconsistent with the educational and programmatic goals of the district and is prohibited on school grounds, at school-sponsored activities and on any conveyance providing transportation to or from a school entity or school-sponsored activity.

The district shall provide to all students, without discrimination, course offerings, counseling, assistance, services, employment, athletics and extracurricular activities. The district shall make reasonable accommodations for identified physical and mental impairments that constitute handicaps and disabilities, consistent with the requirements of federal and state laws and regulations.

The Board encourages students and third parties who believe they or others have been subject to discrimination to promptly report such incidents to designated employees, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances.

The Board directs that verbal and written complaints of discrimination shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of discrimination brought pursuant to this policy shall also be reviewed for conduct which may not be proven discriminatory under this policy but merits review and possible action under other Board policies.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be handled in accordance with this policy and the district's legal and investigative obligations.

Retaliation

The Board prohibits retaliation against any person for making a report of discrimination or participating in a related investigation or hearing, or opposing practices the person reasonably believes to be discriminatory. A complaint of retaliation shall be handled in the same manner as a complaint of discrimination.

Definitions

Discriminatory Harassment

Harassment by students, employees or third parties on the basis of race, color, age, creed, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, pregnancy, handicap/disability or for participation in reports or investigations of alleged discrimination is a form of discrimination and is subject to this policy. A person who is not necessarily an intended victim or target of such harassment but is adversely affected by the
offensive conduct may file a report of discrimination on his/her own behalf.

For purposes of this policy, harassment shall consist of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person’s school or school-related performance and which relates to an individual’s or group’s race, color, age, creed, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, pregnancy or handicap/disability when such conduct is:

1. Sufficiently severe, persistent or pervasive; and
2. A reasonable person in the complainant’s position would find that it creates an intimidating, threatening or abusive educational environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by a school.

Sexual Harassment

Sexual harassment is a form of discrimination on the basis of sex and is subject to this policy. For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal, written, graphic or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of a student’s status in any educational or other programs offered by a school; or
2. Submission to or rejection of such conduct is used as the basis for educational or other program decisions affecting a student; or
3. Such conduct deprives a student or group of individuals of educational aid, benefits, services or treatment; or
4. Such conduct is sufficiently severe, persistent or pervasive that a reasonable person in the complainant’s position would find that it unreasonably interferes with the complainant’s performance in school or school-related programs, or otherwise creates an intimidating, hostile, or offensive school or school-related environment such that it unreasonably interferes with the complainant’s access to or participation in school or school-related programs.

Federal law declares sexual violence a form of sexual harassment. Sexual violence means physical or sexual acts perpetrated against a person’s will or where a person is incapable of giving consent due to the victim’s use of drugs or alcohol. An individual may also be unable to give consent due to an intellectual or other disability. Sexual violence includes but is not limited to rape, sexual assault, sexual battery and sexual coercion.

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Human Resources Manager as the district’s Compliance Officer, who may work in conjunction with appropriate personnel as needed. All nondiscrimination notices or information shall include the position, office address, telephone number and email address of the Compliance Officer.

The Compliance Officer shall publish and disseminate this policy and complaint procedure at least annually to students, parents/guardians, employees and the public to notify them of where and how to initiate complaints under this policy.
The Compliance Officer is responsible to **ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures** in the following areas:

1. **Curriculum and Materials** - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.

2. **Training** - Provision of training for students and staff to **prevent**, identify and alleviate problems of discrimination.

3. **Resources** - Maintain and provide information to staff on resources available to alleged victims in addition to the school complaint procedure, such as making reports to the police, available assistance from domestic violence or rape crisis programs and community health resources including counseling resources.

4. **Student Access** - Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.

5. **District Support** - Assurance that like aspects of the school program receive like support as to staffing and compensation, facilities, equipment, and related areas.

6. **Student Evaluation** - Review of tests, procedures, and guidance and counseling materials for stereotyping and discrimination.

7. **Complaints** - Monitor and provide technical assistance to building principals or designee in processing complaints.

The building principal or designee shall be responsible to **promptly complete within ten (10) days** the following duties upon receipt of a report of discrimination or retaliation from a student, employee or third party:

1. If the building principal is the subject of the complaint, refer the complainant to the Compliance Officer **to carry out these responsibilities**.

2. Inform the **complainant** about this policy including the right to an investigation of both oral and written complaints of discrimination.

3. **Obtain consent** from parents/guardians to initiate an investigation where the complainant or alleged victim is under age eighteen (18). Inform parents/guardians and students who are complainants or accused of violating this policy that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure.

4. **Provide relevant information** on resources available in addition to the school complaint procedure, such as making reports to the police, available assistance from domestic violence or rape crisis programs and community health resources including counseling resources.

5. **Immediately notify** the Compliance Officer of the complaint. The Compliance Officer shall assess whether the investigation should be conducted by the building principal, another district employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual.

6. **After consideration** of the allegations and in consultation with the Compliance Officer and other appropriate individuals, promptly implement interim measures as appropriate to protect the complainant and others as necessary from violation of this policy during the course of the investigation.

**Guidelines**

**Complaint Procedure – Student/Third Party**

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
Step 1 – Reporting

A student or third party who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the building principal. Any person with knowledge of conduct that may violate this policy, is encouraged to immediately report the matter to the building principal.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police law enforcement authorities or child protective services reports required by law.[27]

If the building principal is the subject of a complaint, the student, third party or employee shall report the incident directly to the Compliance Officer.

The complainant or reporting employee may be encouraged to use the district’s report form, available from the building principal or Compliance Officer, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

Where an attorney is not used to conduct an investigation into a discrimination complaint, only individuals who have received basic training on the applicable law, this policy, and how to conduct a proper investigation shall be authorized to conduct an investigation of a complaint made pursuant to this policy.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused shall be provided the opportunity to present witnesses and other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone’s participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations.[27][28][29]

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The
investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district’s investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Compliance Officer within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Compliance Officer to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint. An investigation into discriminatory harassment or sexual harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant.

Step 4 – District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Student Discipline Code, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

1. If the complainant or the accused is not satisfied with a finding made pursuant to the policy or with recommended corrective action, s/he may submit a written appeal to the Compliance Officer within fifteen (15) days. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.

2. The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental
investigation to assess the sufficiency and propriety of the prior investigation.

3. **The person handling the appeal** shall prepare a written response to the appeal within **twenty (20)** days. Copies of the response shall be provided to the complainant, the accused and the **investigator** who conducted the initial investigation.
REPORT FORM FOR COMPLAINTS OF DISCRIMINATION/DISCRIMINATORY HARASSMENT

Complainant: ________________________________
Home Address: ________________________________
Home Phone: ________________________________
School Building: ________________________________
Date of Alleged Incident(s): ________________________________

Alleged discrimination was based on: ________________________________

Name of person you believe violated the district's nondiscrimination policy: ________________________________

If the alleged discrimination was directed against another person, identify the other person: ________________________________

Describe the incident(s) as clearly as possible, including any graphic, written, electronic, verbal or nonverbal acts (i.e., offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct). Attach additional pages if necessary: __________________________________________________________

When and where incident(s) occurred: ________________________________

List any witnesses who were present: ________________________________

This complaint is based on my honest belief that ________________________________ has discriminated against me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

__________________________  ____________________________
Complainant's Signature  Date

__________________________  ____________________________
Received By  Date

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Section 100 Programs

Title Nondiscrimination - Qualified Students With Disabilities

Number 103.1 - REDRAFT

Status

Legal

1. 22 PA Code 4.4
2. 22 PA Code 12.1
3. 22 PA Code 12.4
4. 22 PA Code 15.1 et seq
5. 29 U.S.C. 794
6. 28 CFR Part 35
7. 34 CFR Part 104
8. Pol. 103
9. 22 PA Code 15.2
10. 42 U.S.C. 12102
11. 22 PA Code 15.7
12. Pol. 248
13. 34 CFR 104.7
14. 22 PA Code 15.4
15. 34 CFR 104.32
16. Pol. 113
17. 22 PA Code 15.5
18. 22 PA Code 15.6
19. 34 CFR 104.35
20. 22 PA Code 15.3
21. 34 CFR 104.34
22. 34 CFR 104.37
23. Pol. 112
24. Pol. 122
25. Pol. 123
26. Pol. 810
27. 22 PA Code 15.8
28. 22 PA Code 15.9
29. Pol. 216
30. Pol. 218
31. Pol. 233
32. 24 P.S. 1303-A
33. 22 PA Code 10.2
34. 35 P.S. 780-107
Authority

The Board declares it to be the policy of this district to ensure that all district programs and practices are free from discrimination against all qualified students with disabilities. The Board recognizes its responsibility to provide academic and nonacademic services and programs equally to students with and without disabilities.[1][2][3][4][5][6][7][8][49]

The district shall provide to each qualified student with a disability enrolled in the district, without cost to the student or parent/guardian, a free and appropriate public education (FAPE). This includes provision of education and related aids, services, or accommodations which are needed to afford each qualified student with a disability equal opportunity to participate in and obtain the benefits from educational programs and extracurricular activities without discrimination, to the same extent as each student without a disability, consistent with federal and state laws and regulations.

The Board encourages students and parents/guardians who believe they have been subjected to discrimination or harassment to promptly report such incidents to designated employees.

The Board directs that complaints of discrimination or harassment shall be investigated promptly, and corrective action be taken for substantiated allegations. Confidentiality of all parties shall be maintained, consistent with the district's legal and investigative obligations.

The district shall not intimidate, threaten, coerce, discriminate or retaliate against any individual for the purpose of interfering with any right or privilege secured by this policy.
Definitions

**Qualified student with a disability** - a student who has a physical or mental disability which substantially limits or prohibits participation in or access to an aspect of the district’s educational programs, nonacademic services or extracurricular activities.[10]

**Section 504 Team** - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, psychologists, school nurses, outside care providers and the student’s parents/guardians.[4][7]

**Section 504 Service Agreement (Service Agreement)** - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school’s educational programs, nonacademic services, and extracurricular activities.[11]

**Disability harassment** - intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student’s participation in or receipt of benefits, services, or opportunities in the school’s educational programs, nonacademic services, or extracurricular activities.[12]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable law and regulations, the Board designates the Director of Student Services as the district’s Section 504 Coordinator.[13]

In addition, each school within the district shall have a Section 504 building administrator.

The district shall publicize this policy and complaint procedure on or before the first day of each school year by posting it on the district’s website, if available, and in the student handbook. The district shall notify parents/guardians of students residing in the district of the district’s responsibilities under applicable law and regulations, and that the district does not discriminate against qualified individuals with disabilities.[14][15]

Guidelines

**Identification and Evaluation**

The district shall conduct an annual child find campaign to locate and identify every district student with a disability thought to be eligible for Section 504 services and protections. The district may combine this search with the district's IDEA child find efforts, in order to not duplicate efforts.[15][16]

If a parent/guardian or the district has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability, or requires a change in or modification of the student's current Service Agreement, the parent/guardian or the district shall provide the other party with written notice.[17][18][19]

The district shall establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need related services because of a disability.[19]

The district shall specifically identify the procedures and types of tests used to evaluate a student, and provide the parent/guardian the opportunity to give or withhold consent to the proposed evaluation(s) in writing.[19]
The district shall establish procedures for evaluation and placement that assure tests and other evaluation materials:

1. Have been validated and are administered by trained personnel.

2. Are tailored to assess educational need and are not based solely on IQ scores.

3. Reflect aptitude or achievement or anything else the tests purport to measure and do not reflect the student's impaired sensory, manual or speaking skills (except where those skills are what is being measured).

Service Agreement

If a student is determined to be a qualified student with a disability, the district shall develop a written Service Agreement for the delivery of all appropriate aids, services, or accommodations necessary to provide the student with FAPE.[11]

The district shall not implement a Service Agreement until the written agreement is executed by a representative of the district and a parent/guardian.[11]

The district shall not modify or terminate a student's current Service Agreement without the parent's/guardian's written consent.[17]

Educational Programs/Nonacademic Services/Extracurricular Activities

The district shall educate a qualified student with a disability with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability. A qualified student with a disability shall be removed from the regular educational environment only when the district determines that educating the student in the regular educational environment with the use of related aids, services, or accommodations cannot be achieved satisfactorily. Placement in a setting other than the regular educational environment shall take into account the proximity of the alternative setting to the student's home.[20][21]

The district shall not discriminate against any qualified student with a disability in its provision of nonacademic services and extracurricular activities, including but not limited to, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs, and referrals to agencies which provide assistance to individuals with disabilities.[20][21][22][23][24][25][26]

Parental Involvement

Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with the appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold their written consent to the evaluation and/or the provision of services.[11][18][19][27]

Confidentiality of Student Records

All personally identifiable information regarding a qualified student with a disability shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, state regulations, and Board policy.[28][29]

Discipline

When necessary, the district shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Board policies.[30][31]

Referral to Law Enforcement Authorities and Reporting Requirements

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use, or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use, or sale of alcohol or tobacco; or conduct that constitutes an offense listed under the Safe Schools Act.

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a qualified student with a disability, including a student for whom an evaluation is pending, to law enforcement authorities that have jurisdiction over the school’s property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement authorities, and Board policies. The Superintendent or designee shall respond in a manner that is consistent with the student’s Service Agreement and Behavior Support Plan, if applicable.

In making a determination of whether to notify the local police department **law enforcement authorities** of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Superintendent or designee shall use the same criteria used for students who do not have a disability.

For a qualified student with a disability who does not have a Behavior Support Plan as part of the student’s Service Agreement, subsequent to notification of law enforcement authorities, the district, in consultation with the student’s parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student’s behavior.

In accordance with state law, the Superintendent shall annually, by July 31, report to the Office for Safe Schools on the required form all new incidents committed by qualified students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.

**PROCEDURAL SAFEGUARDS**

The district shall establish and implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian, and a review procedure.

A student or parent/guardian filing a claim of discrimination need not exhaust these procedures prior to initiating court action under Section 504.

**Parental Request for Assistance**

Parents/Guardians may file a written request for assistance with the Pennsylvania Department of Education (PDE) if one (1) or both of the following apply:

1. The district is not providing the related aids, services and accommodations specified in the student’s Service Agreement.

2. The district has failed to comply with the procedures and state regulations.

PDE shall investigate and respond to requests for assistance and, unless exceptional circumstances exist, shall, within sixty (60) calendar days of receipt of the request, send to the parents/guardians and district a written response to the request. The response to the parents'/guardians' request shall be in the parents'/guardians' native language or mode of communication.
Informal Conference

At any time, parents/guardians may file a written request with the district for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the district shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.[27]

Formal Due Process Hearing

If the matters raised by the district or parents/guardians are not resolved at the informal conference, the district or parents/guardians may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations.[27][48]

Judicial Appeals

The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction.[27]

COMPLAINT PROCEDURE

This complaint procedure is in addition to and does not prevent parents/guardians from using any option in the procedural safeguards system.[8]

Step 1 – Reporting

A student or parent/guardian who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the Section 504 building administrator. Any person with knowledge of conduct that may violate this policy, is encouraged to immediately report the matter to the Section 504 building administrator.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Section 504 building administrator, as well as properly making any mandatory police law enforcement authority or child protective services reports required by law.[50]

If the Section 504 building administrator is the subject of a complaint, the student, parent/guardian or employee shall report the incident directly to the district's Section 504 Coordinator.

The complainant or reporting employee may be encouraged to use the district's report form, available from the Section 504 building administrator or Section 504 Coordinator, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

Where an attorney is not used to conduct an investigation into a discrimination complaint, only individuals who have received basic training on the applicable law, this policy, and how to conduct a proper investigation shall be authorized to conduct an investigation of a complaint made pursuant to this policy.

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The investigator shall work with the Section 504 Coordinator to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused shall be provided the opportunity to present witnesses and other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone’s participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Section 504 Coordinator, who shall promptly inform law enforcement authorities about the allegations.\[8]\[50]\[51]\[52]

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district’s investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

**Step 3 - Investigative Report**

The investigator shall prepare and submit a written report to the Section 504 Coordinator within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Section 504 Coordinator to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint. An investigation into disability harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition, within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant.

**Step 4 - District Action**

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
If the investigation results in a finding that **some or all of the allegations of** the complaint **are established** and constitute a violation of this policy, the district shall take prompt, corrective action **designed to ensure that such conduct ceases and that no retaliation occurs.** The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. **The Section 504 Coordinator shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.**

If the investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Student Discipline Code, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

**Appeal Procedure**

1. If the complainant **or the accused** is not satisfied with a finding **made pursuant to** the policy or with the recommended corrective action, s/he may submit a written appeal to the district's Section 504 Coordinator within fifteen (15) days.

2. The Section 504 Coordinator shall review the investigation and the investigative report and may also conduct a reasonable **supplemental** investigation to assess the sufficiency and propriety of the prior investigation.

3. The Section 504 Coordinator shall prepare a written response to the appeal within **twenty (20) days**. Copies of the response shall be provided to the complainant, the accused and the **investigator** who conducted the initial investigation.
REPORT FORM FOR COMPLAINTS OF DISCRIMINATION/DISABILITY HARASSMENT

Complainant: ____________________________________________________________
Home Address: __________________________________________________________
Home Phone: ____________________________________________________________
School Building: _________________________________________________________
Date of Alleged Incident(s): _______________________________________________

Alleged discrimination was based on: ______________________________________

Name of person you believe violated the district’s nondiscrimination policy: __________

If the alleged discrimination was directed against another person, identify the other person: __________________________________________________________

Describe the incident(s) as clearly as possible, including any graphic, written, electronic, verbal or nonverbal acts (i.e., offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct. Attach additional pages if necessary: __________________________________________________________

When and where incident(s) occurred: ______________________________________

List any witnesses who were present: ________________________________________

This complaint is based on my honest belief that ____________________________ has discriminated against me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

_______________________________________  ________________________________
Complainant's Signature                  Date

_______________________________________  ________________________________
Received By                              Date

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PROCEDURAL SAFEGUARDS NOTIFICATION

Dear Parent/Guardian:

As part of the protections available to you if we cannot agree as to what related aids, services, or accommodations should or should no longer be provided to your child, one or more options available through the procedural safeguard system may be used to resolve the dispute.

Parental Request For Assistance –

Parents/Guardians may file a written request for assistance with the Department of Education if you believe the school district is not providing the related aids, services, and accommodations specified in the Service Agreement and/or the school district has failed to comply with Chapter 15 of the State Board of Education Regulations.

The Department of Education will investigate and respond to requests for assistance and, unless exceptional circumstances exist, will, within sixty (60) calendar days of receipt of the request, send to the parents/guardians and school district a written response to the request.

Written requests should be addressed to:

Pennsylvania Department of Education
Bureau of Special Education
333 Market Street
Harrisburg, PA 17126
717-783-6913

Informal Conference –

Parents/Guardians may file a written request with the school district for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services, or accommodations. Within ten (10) school days of receipt of the request, the school district shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.

Formal Due Process Hearing –

Parents/Guardians may file a written request with the school district for an impartial due process hearing.

1. The hearing shall be held before an impartial hearing officer.

2. The hearing shall be held in the local school district at a place reasonably convenient to the parents/guardians. At the request of the parents/guardians, the hearing may be held in the evening.

3. The hearing shall be an oral, personal hearing and shall be open to the public unless the parents/guardians request a closed hearing.
4. If the hearing is open, the decision issued in the case, and only the decision, shall be available to the public.

5. If the hearing is closed, the decision shall be treated as an educational record of the student and may not be available to the public.

6. The decision of the hearing officer shall include findings of fact, discussion and conclusions of law. The decision shall be based solely upon the substantial evidence presented at the hearing. The hearing officer shall have the authority to order that additional evidence be presented.

7. A written transcript of the hearing shall, upon request, be made and provided to parents/guardians at no cost.

8. Parents/Guardians may be represented by legal counsel.

9. A parent/guardian or a parent’s/guardian’s representative shall be given reasonable access to all educational records, including any tests or reports upon which the proposed action is based.

10. Any party may prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five (5) days before the hearing.

11. A parent/guardian or a parent’s/guardian’s representative has the right to compel the attendance of and question witnesses of the school entity or agency who may have evidence upon which the proposed action might be based.

12. Any party has the right to present evidence and testimony, including expert medical, psychological or educational testimony.

The following timeline applies to due process hearings:

1. A hearing shall be held within thirty (30) calendar days after a parent’s/guardian’s initial request for a hearing.

2. The hearing officer’s decision shall be issued within forty-five (45) calendar days after the parent’s/guardian’s request for a hearing.

Judicial Appeals –

The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction. Under some circumstances, you may raise these claims directly under Section 504 without going through the due process hearing.

If, within sixty (60) calendar days of the completion of the administrative due process proceedings under this chapter, an appeal or original jurisdiction action is filed in state or federal court, the administrative order shall be stayed pending the completion of the judicial proceedings, unless the parents/guardians and school district agree otherwise.
Please indicate the type of procedural safeguard you are requesting:

☐ Informal Conference  ☐ Formal Due Process Hearing

Parent(s)/Guardian(s) Signature

Date

Section 504 Building Administrator Signature

Date
NOTICE OF DISTRICT-INITIATED EVALUATION AND PROVISION OF SERVICES
FOR QUALIFIED STUDENTS WITH DISABILITIES

Dear __________________:

(Parent/Guardian)

The school district believes that __________________:

1. _____ should be identified as a qualified student with a disability.
2. _____ should no longer be identified as a qualified student with a disability.
3. _____ requires a change or modification of his/her Service Agreement.

The basis for the belief that the student is or is no longer a qualified student with a disability is:

__________________________________________________________________________

The procedures and types of tests that will be used in the evaluation are:

__________________________________________________________________________

The proposed change or modification in the Service Agreement is:

__________________________________________________________________________

If you have any additional information or medical records which will assist in this evaluation, please forward them to me or call me at ___________________________ to discuss this information.

Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold their written consent to the evaluation and/or the provision of services.

Directions: Please check the applicable option and sign the form.

**Evaluation** – complete this section if the district checked item 1 above.

_____ I give my permission to proceed with the evaluation.

_____ I do not give my permission to proceed with the evaluation.

My reason for disapproval is:

_____ I request an informal conference to discuss the evaluation.

**Termination** – complete this section if the district checked item 2 above.

_____ I give my permission to proceed with the termination of services.

_____ I do not give my permission to proceed with the termination of services.

My reason for disapproval is:

_____ I request an informal conference to discuss the termination of services.

**Modification** – complete this section if the district checked item 3 above.

_____ I give my permission to proceed with the modification of the Service Agreement.

_____ I do not give my permission to proceed with the modification of the Service Agreement.

My reason for disapproval is:

_____ I request an informal conference to discuss the modification of the Service Agreement.

Parent(s)/Guardian(s) Signature ___________________________ Date ___________

Section 504 Building Administrator Signature ___________________________ Date ___________
PARENT/GUARDIAN REQUEST FOR EVALUATION, TERMINATION, OR MODIFICATION UNDER SECTION 504

Student Information
Last Name: ___________________ First Name: ___________________ Middle Initial: ________
Male: _______ Female: _______
School: ___________________
Birth Date: _______________ Grade: _______________ Class: _______________

Parent/Guardian Information
Last Name: ___________________ First Name: ___________________ Middle Initial: ________
Home Address: ___________________
Home Phone: ___________________ Work Phone: ___________________

Referral Information
The parent/guardian believes that the above named student:

1. _____ should be identified as a qualified student with a disability.
The basis for the belief that the student is a qualified student with a disability is:
______________________________________________________________________________

Describe how the disability affects the student’s access to or benefit from the school’s educational programs, nonacademic services, or extracurricular activities:
______________________________________________________________________________

Describe the requested aids, services, or accommodations:
______________________________________________________________________________

2. _____ should no longer be identified as a qualified student with a disability.
The basis for the belief that the student is no longer a qualified student with a disability is:
______________________________________________________________________________

3. _____ requires a change or modification of his/her Service Agreement.
The proposed change or modification of the Service Agreement is:
______________________________________________________________________________

If you have any additional information or medical records which will assist in this process, please forward them to the Section 504 Building Administrator.

Notice Of Rights
Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold their written consent to the evaluation and/or the provision of services.

Verification
By submitting this request, I am requesting that the district review the referral information above, and any additional information I attached. I understand that the district, its agents, and its employees are relying on the accuracy of the information that I have provided in this form, and any information attached thereto, to determine whether and to what extent my child will be provided with accommodations under Section 504.

Parent(s)/Guardian(s) Signature ___________________ Date Submitted ___________________
# Notice Of Rights

Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child, and give or withhold consent to the evaluation and/or provision of services.

# Procedural Safeguards

Parents/Guardians may also use one or more of the procedural safeguard options, listed in Board policy, to resolve a dispute related to the identification or evaluation of a student as a qualified student with a disability, or the student's need for related aids, services, or accommodations.
PERMISSION TO EVALUATE – CONSENT FORM

Student’s Name: ____________________________
Name and Address of Parent/Guardian:
________________________________________
________________________________________

Dear ________________________:

The district received a Section 504 referral, and we would like to conduct an initial evaluation to determine if your child is a qualified student with a disability.

The first step in the process is to conduct an individual evaluation of your child, which will consist of a variety of tests and assessments. We must have your consent before we can begin.

The procedures and types of tests that will be used in the evaluation are:

A Section 504 Team will conduct the proposed evaluation. Any information you can provide is important to us. Please send your ideas and concerns to us in writing or contact the person listed below if you prefer to discuss your concerns in person. If a team meeting is held, you will be notified. Information from all team members will be considered during the evaluation process.

If your child is determined to be a qualified student with a disability, you will be invited to participate in developing a Section 504 Service Agreement (Service Agreement) that will set forth the specific related aids, services, or accommodations needed by the individual student.

Giving your consent for evaluation does not mean you give consent to placement or services. If your child is eligible for a Section 504 Service Agreement, you will be asked to give written consent for services to begin.

Please read the enclosed Procedural Safeguards Notice that explains your rights, and keep a copy of both forms for your records.

If you have any questions, please contact the Section 504 Building Administrator.
Name: ____________________________ Phone: __________________________

DIRECTIONS: Please check one (1) of the options and sign the form.
1. □ I give consent to start an initial evaluation as you propose.

2. □ I do not give consent to the proposed initial evaluation.

3. □ I would like to schedule an informal meeting with school personnel to discuss this request.

_________________________ ____________________________
Parent/Guardian Signature Date Daytime Phone

PLEASE RETURN THIS ENTIRE FORM TO:
Name: ____________________________
Address: __________________________
________________________________________
________________________________________
The Board declares it to be the policy of this district to provide to all persons equal access to all categories of employment in this district, regardless of race, color, age, creed, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, genetic information, pregnancy or handicap/disability. The district shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations.
The Board encourages employees and third parties who believe they or others have been subject to discrimination to promptly report such incidents to designated employees.

The Board directs that verbal and written complaints of discrimination shall be investigated promptly, and appropriate corrective action be taken when allegations are substantiated. The Board directs that any complaint of discrimination brought pursuant to this policy shall also be reviewed for conduct which may not be proven discriminatory under this policy but merits review and possible action under other Board policies.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint, and the investigation shall be handled in accordance with this policy and the district's legal and investigative obligations.

Retaliation

The Board prohibits retaliation against any person for making a report of discrimination or participating in a related investigation or hearing, or opposing practices the person reasonably believes to be discriminatory. A complaint of retaliation shall be handled in the same manner as a complaint of discrimination.

Definitions

Discriminatory Harassment

Harassment by students, employees or third parties on the basis of race, color, age, creed, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, genetic information, pregnancy or handicap/disability is a form of discrimination and is subject to this policy. A person who is not necessarily an intended victim or target of such harassment but is adversely affected by the offensive conduct may file a report of discrimination on his/her own behalf.

For purposes of this policy, harassment shall consist of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's work performance and which relates to an individual's or group's race, color, age, creed, religion, sex, sexual orientation, gender identity, ancestry, national origin, marital status, genetic information, pregnancy or handicap/disability when such conduct is:

1. Sufficiently severe, persistent or pervasive; and
2. A reasonable person in the complainant's position would find that it creates an intimidating, threatening or abusive work environment such that it deprives or adversely interferes with or limits an individual or group of the ability to participate in or benefit from the services, activities or opportunities offered by a school.

For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal, written, electronic, graphic or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of an employee's status; or
2. Submission to or rejection of such conduct is used as the basis for employment-related decisions affecting an employee; or
3. Such conduct is sufficiently severe, persistent or pervasive that a reasonable person in the complainant's position would find that it unreasonably interferes with the complainant's performance at work or otherwise creates an intimidating, hostile, or offensive working environment such that it alters the complainant's working conditions.

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Human Resources Manager as the district's Compliance Officer. All nondiscrimination notices or information shall include the position, office address, telephone number and email address of the Compliance Officer.

The Compliance Officer shall publish and disseminate this policy and complaint procedure at least annually to students, parents/guardians, employees and the public to notify them of where and how to initiate complaints under this policy.

The Compliance Officer shall be responsible to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of nondiscrimination procedures in the following areas:

1. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.

2. Training - Provision of training for supervisors and staff to prevent, identify and alleviate problems of employment discrimination.

3. Resources - Maintain and provide information to staff on resources available to alleged victims in addition to the school complaint procedure such as making reports to the police, available assistance from domestic violence or rape crisis programs, and community health resources including counseling resources.

4. Complaints - Monitor and provide technical assistance to building principals or designees in processing complaints.

The building principal or supervisor shall be responsible to promptly complete the following duties upon receipt of a report of discrimination or retaliation from employees or third parties:

1. If the building principal or supervisor is the subject of the complaint, refer the complainant to the Compliance Officer to carry out these responsibilities.

2. Inform the employee or third party about this policy including the right to an investigation of both verbal and written complaints of discrimination.

3. Provide relevant information on resources available in addition to the school complaint procedure such as making reports to the police, available assistance from domestic violence and rape crisis programs, and community health resources including counseling resources.

4. Immediately notify the Compliance Officer of the complaint. The Compliance Officer shall assess whether the investigation should be conducted by the building principal, another employee, the Compliance Officer or an attorney and shall promptly assign the investigation to that individual.

5. After consideration of the allegations and in consultation with the Compliance Officer and other appropriate individuals, promptly implement interim measures as appropriate.
Guidelines

Complaint Procedure – Employee/Third Party

Step 1 – Reporting

An employee or third party who believes s/he has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the matter to the building principal or supervisor. Any person with knowledge of conduct which may violate this policy, is encouraged to immediately report the matter to the building principal or supervisor.

If the building principal or supervisor is the subject of a complaint, the employee or third party shall report the incident directly to the Compliance Officer. The complainant or reporting employee may be encouraged to use the district’s report form, available from the building principal, supervisor or Compliance Officer, or to put the complaint in writing; however, oral complaints shall be accepted, documented and the procedures of this policy implemented. The person accepting the verbal or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the right to file criminal charges. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

Where an attorney is not used to conduct an investigation into a discrimination complaint, only individuals who have received basic training on the applicable law, this policy and how to conduct a discrimination investigation shall be authorized to conduct an investigation of a complaint made pursuant to this policy.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused shall be provided the opportunity to present witnesses and other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place outside of school or school-sponsored activities, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person reporting the alleged discrimination, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone’s participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations.

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The
investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district’s investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Compliance Officer within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Compliance Officer to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and any other violation of law or Board policy which may warrant further district action, and a recommended disposition of the complaint. An investigation into discriminatory harassment or sexual harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, including the recommended disposition within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant.

Step 4 – District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different law or Board policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with Board policies and administrative regulations, district procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

1. If the complainant or the accused is not satisfied with a finding made pursuant to the policy or with recommended corrective action, s/he may submit a written appeal to the Compliance Officer within fifteen (15) days. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.

2. The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental
3. The person handling the appeal shall prepare a written response to the appeal within twenty (20) days. Copies of the response shall be provided to the complainant, the accused and the investigator who conducted the initial investigation.
REPORT FORM FOR COMPLAINTS OF DISCRIMINATION/DISCRIMINATORY HARASSMENT

Complainant: ____________________________________________________________
Home Address: __________________________________________________________
Home Phone: ___________________________________________________________
School Building: ________________________________________________________
Date of Alleged Incident(s): ______________________________________________

Alleged discrimination was based on: ________________________________________

Name of person you believe violated the district’s nondiscrimination policy:     
________________________________________________________________________

If the alleged discrimination was directed against another person, identify the other person:
________________________________________________________________________

Describe the incident(s) as clearly as possible, including any graphic, written, electronic, verbal or nonverbal acts (i.e., offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct). Attach additional pages if necessary: __________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

When and where incident(s) occurred: ________________________________________

List any witnesses who were present: ________________________________________
________________________________________________________________________

This complaint is based on my honest belief that _____________________________ has discriminated against me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

_________________________________________                             _____________
Complainant’s Signature                                           Date

_________________________________________                             _____________
Received By                                                        Date

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Purpose

The equivalent distribution of district resources is one means the district shall use to ensure all students receive a quality education. This policy demonstrates the district’s commitment to ensure that no discrimination occurs in the distribution of resources funded by state and local sources, regardless of the receipt of federal funds.

Authority

The Board directs that each district school receiving Title I funds must use state and local funds to provide services that, taken as a whole, are at least comparable to services in those schools in the district that do not receive Title I funds.[1]

If all schools in the district receive Title I funds, the Board directs that state and local funds shall be used to provide services that, taken as a whole, are substantially comparable in each school.[1]

The Board acknowledges that comparability may be measured on a grade-span by grade-span basis or a school-by-school basis.

Definition

For purposes of this policy, grade span is defined as a similar two-grade span difference or less. For example, a grade span of K-2 to K-4, not a grade span of K-2 to K-5.

Delegation of Responsibility

If the district has more than one (1) building per grade span, the Federal Programs Coordinator shall complete a Detailed School Data Sheet.

Regardless of buildings per grade span, the Federal Programs Coordinator shall annually complete a Comparability Assurance Form to provide written assurance of equivalence among schools, including the provision of curriculum materials; instructional supplies; and teachers, administrators and other staff.

Guidelines
For the purposes of determining comparability, the district may exclude:

1. State and local funds expended for language instruction education programs.[2]
2. Excess costs associated with providing services to students with disabilities.[3][4][5]
3. Unexpected changes in enrollment or personnel assignments occurring after the beginning of the school year.
4. Other expenditures from supplemental state or local funds consistent with the intent of Title I.

Complaints by individuals and organizations regarding implementation of equivalence between schools shall be processed in accordance with Board policy.[6]
The Board recognizes that an effective program of diabetes management in school is crucial to:

1. The immediate safety of students with diabetes.
2. The long-term health of students with diabetes.
3. Ensure that students with diabetes are ready to learn and participate fully in school activities.
4. Minimize the possibility that diabetes-related emergencies will disrupt classroom activities.

Authority
https://www.boarddocs.com/pa/open/Board.nsf/Private?open&login#
The Board adopts this policy in accordance with applicable state and federal laws and regulations, and Board policies and administrative regulations, regarding the provision of student health services.[1][2][3][4][5][6][7][8][9]

Definitions

Diabetes Medical Management Plan (DMMP) means - a document describing the medical orders or diabetes regimen developed and signed by the student's health care practitioner and parent/guardian.[2]

Individualized Education Program (IEP) means - the written educational statement for each student with a disability that is developed, reviewed and revised in accordance with federal and state laws and regulations. A student with a disability is a school-aged child within the jurisdiction of the district who has been evaluated and found to have one or more disabilities as defined by law, and who requires, because of such disabilities, special education and related services.[7]

Section 504 Service Agreement (Service Agreement) means - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services, or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services, and extracurricular activities. A qualified student with a disability means a student who has a physical or mental disability which substantially limits or prohibits participation in or access to an aspect of the district's educational programs, nonacademic services or extracurricular activities.[1]

Trained Diabetes Personnel means - nonlicensed school employees who have successfully completed the required training.

Guidelines

Before a student can receive diabetes-related care and treatment in a school setting, the student's parent/guardian shall provide written authorization for such care and instructions from the student's health care practitioner. The written authorization may be submitted as part of a student's DMMP.[5]

Diabetes-related care shall be provided in a manner consistent with Board policy, district procedures and individualized student plans such as an IEP, Service Agreement or DMMP.[1][3][4][5][7][9]

In order to maintain a student's health and safety, each student's individualized plan shall address what information will be provided to school staff and other adults who have responsibility for the student in the school setting.[1][5][7][10][11]

Student health records shall be confidential and maintained in accordance with state and federal laws and regulations.[12][13][14]

Trained Diabetes Personnel

The school nurse, in consultation with the Superintendent or designee, may identify at least one (1) school employee, who is not the school nurse and who does not need to be a licensed health care practitioner, in each school building attended by a student with diabetes to perform diabetes care and treatment for students. The identified school employee has the right to decline this role.[4]
An identified school employee who has accepted this role shall complete the training developed by the state or training offered by a licensed health care practitioner with expertise in the care and treatment of diabetes, that includes at a minimum:[4]

1. An overview of all types of diabetes.


3. The symptoms and treatment for blood glucose levels outside of target ranges, as well as symptoms and treatment for hypoglycemia, hyperglycemia and other potential emergencies.

4. Techniques on administering glucagon and insulin.

The identified school employee shall complete such training on an annual basis.[4]

Upon successful completion of the required training, individual trained diabetes personnel may be designated in a student's Service Agreement or IEP to administer diabetes medications, use monitoring equipment and provide other diabetes care.[4]

If the diabetes-related care provided to a particular student by trained diabetes personnel will include administration of diabetes medication via injection or infusion, the Board shall require the following:[4]

1. The parent/guardian and the student's health care practitioner must provide written authorization for such administration; and

2. The trained diabetes personnel must receive annual training for such administration from a licensed health care practitioner with expertise in the care and treatment of diabetes.

Training of Other School Personnel

School employees, including classroom teachers, lunchroom staff, coaches and bus drivers, shall receive annual diabetes care training appropriate to their responsibilities for students with diabetes.

Student Possession and Use of Diabetes Medication and Monitoring Equipment

Prior to student possession or use of diabetes medication and monitoring equipment, the Board shall require the following:[3][15]

1. A written request from the parent/guardian that the school comply with the instructions of the student's health care practitioner. The request from the parent/guardian shall include a statement relieving the district and its employees of responsibility for the prescribed medication or monitoring equipment and acknowledging that the school is not responsible for ensuring that the medication is taken or the monitoring equipment is used.

2. A written statement from the student's health care practitioner that provides:

   a. Name of the drug.

   b. Prescribed dosage.

   c. Times when medication is to be taken.
d. Times when monitoring equipment is to be used.

e. Length of time medication and monitoring equipment is prescribed.

f. Diagnosis or reason medication and monitoring equipment is needed.

g. Potential serious reactions to medication that may occur.

h. Emergency response.

i. Whether the child is competent and able to self-administer the medication or monitoring equipment and to practice proper safety precautions.

3. A written acknowledgement from the school nurse that the student has demonstrated that s/he is capable of self-administration of the medication and use of the monitoring equipment.

4. A written acknowledgement from the student that s/he has received instruction from the student’s health care practitioner on proper safety precautions for the handling and disposal of the medications and monitoring equipment, including acknowledgement that the student will not allow other students to have access to the medication and monitoring equipment and that s/he understands appropriate safeguards.

The written request for student possession and use of diabetes medication and monitoring equipment shall be reviewed annually, along with the required written statements from the parent/guardian and the student’s health care practitioner. If there is a change in the student’s prescribed care plan, level of self-management or school circumstances during the school year, the parent/guardian and the student’s health care practitioner shall update the written statements.

Students shall be prohibited from sharing, giving, selling and using diabetes medication and monitoring equipment in any manner other than which it is prescribed during school hours, at any time while on school property, at any school-sponsored activity and during the time spent traveling to and from school and school-sponsored activities. Violations of this policy, provisions of a Service Agreement or IEP, or demonstration of unwillingness or inability to safeguard the medication and monitoring equipment may result in loss of privilege to self-carry the diabetes medication and monitoring equipment, and may result in disciplinary action in accordance with Board policy and applicable procedural safeguards.[1][3][10][16][17]

If the district prohibits a student from possessing and self-administering diabetes medication and operating monitoring equipment, or if a student is not capable of self-administering diabetes medication or operating monitoring equipment, the district shall ensure that the diabetes medication and monitoring equipment is appropriately stored in a readily accessible location in the student’s building. The school nurse and other designated school employees shall be informed where the medication and monitoring equipment is stored and the means to access them.[3]

Delegation of Responsibility

The Superintendent or designee, in conjunction with the school nurse(s), shall develop administrative regulations for care and treatment of students with diabetes in the school setting.

The Superintendent or designee shall coordinate training for school employees. Such training may be included in the district’s Professional Education Plan.[4][18]
The Superintendent or designee shall annually distribute to all staff, students and parents/guardians this policy along with the Student Discipline Code.[16][19]
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**PA Education for Homeless Children and Youth State Plan**

**Adopted**

August 8, 2016
Authority

The Board recognizes the need to promptly identify homeless children and youths within the district, facilitate their immediate enrollment, and eliminate existing barriers to their attendance and education, in compliance with federal and state laws and regulations.[1][2][3]

The Board shall ensure that homeless children and youths have equal access to the same educational programs and services provided to other district students.[1][2][3][4]

The Board, authorizes the Superintendent to waive district policies, procedures and administrative regulations that create barriers to the identification, enrollment, attendance, transportation, school stability and success in school of homeless children and youths.[3]

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on his/her homeless status.[5][6]

Definitions

Enroll or Enrollment means - attending classes and participating fully in school activities.[7]

Homeless children and youths means - individuals who lack a fixed, regular and adequate nighttime residence, and includes:[7][8]

1. Children and youths who are:

   a. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;

   b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;

   c. Living in emergency, transitional or domestic violence shelters; or

   d. Abandoned in hospitals.

2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;

4. Migratory children who qualify as homeless because they are living in circumstances described above; and

5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is - the school the child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. When the child or youth completes the final grade level served by the school of origin, the school of origin shall include the designated receiving school at the next grade level for all feeder schools.[6]

Unaccompanied youth means - a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or
forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.[7]

Delegation of Responsibility

The Board designates the Superintendent or designee to serve as the district's liaison for homeless children and youths.[6]

The district's liaison shall ensure outreach and coordination with:[6]

1. Local social service agencies and other entities that provide services to homeless children and youths and families.

2. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.

3. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.[9][10]

4. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's liaison shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[6]

The district's liaison shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[6]

Guidelines

Enrollment/Placement

Best Interest Determination -

In determining the best interest of a child or youth, the district shall:

1. Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the parent/guardian or unaccompanied youth.[6]

2. Consider student-centered factors related to impact of mobility on achievement, education, health and safety, giving priority to the request of the parent/guardian or unaccompanied youth.[6]

3. If, after such consideration, the district determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent/guardian or unaccompanied youth, the district shall provide the parent/guardian or unaccompanied youth with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the parent/guardian or unaccompanied youth and shall include information regarding the right to appeal.[6]

Placement -

In accordance with the child's or youth's best interest, the district shall continue to enroll a homeless student in his/her school of origin while s/he remains homeless and through the end of the academic year in which s/he obtains permanent housing.[6]
Parents/Guardians of a homeless student may request enrollment in the school in the attendance area where the student is actually living or other schools.

The district's liaison shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where s/he will be enrolled.

The district shall provide the parent/guardian or unaccompanied youth with a written explanation of any district decision related to school selection or placement, including the right to appeal.

**Enrollment**

The selected school shall immediately enroll the student and begin instruction, even if:

1. The student is unable to produce records normally required for enrollment.
2. The application or enrollment deadline has passed during any period of homelessness.

The district's liaison shall immediately contact the school last attended by the child or youth to obtain relevant academics or other records.

The district may require a parent/guardian to submit contact information.

**Assignment**

If the district is unable to determine the student's grade level due to missing or incomplete records, the district shall administer tests or utilize appropriate means to determine the student's assignment within the school.

**Dispute Resolution**

If a dispute arises over eligibility, enrollment or school selection:

1. The parent/guardian or unaccompanied youth shall be referred to the district's liaison, who shall assist in the dispute resolution process.
2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
3. The district's liaison shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

A parent/guardian or unaccompanied youth may appeal a district's written decision or file a complaint with the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.

**Education Records**

Information about a homeless child's or youth's living situation shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.

**Comparable Services**

Homeless students shall be provided services comparable to those offered to other district students including, but not limited to:
1. Transportation services.[20]

2. School nutrition programs.[21]

3. Career and technical education.[22]

4. Preschool programs.

5. **Educational programs for which the homeless student meets the eligibility criteria, such as:**
   
   a. Services provided under Title I or similar state or local programs.[23]
   
   b. Programs for English Language Learners.[24]
   
   c. Programs for students with disabilities.[10]
   
   d. Programs for gifted and talented students.[25]

**Transportation**

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the school district.[1][6][20]

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[6]

**Training**

The district's liaison shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[6]

The district's liaison shall arrange professional development programs for school staff, including office staff.[6]

School personnel providing services to homeless children and youths, including school enrollment staff, shall receive professional development and support to: [6]

1. Improve identification of homeless children and youths and unaccompanied youths;

2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and

3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.
To ensure the educational stability of children in foster care, the Board requires the district to collaborate with the local children and youth agency and other school districts.[1][2][3]

**Definitions**

**Additional costs** means - the difference between what the district spends to transport a resident student to his/her assigned school and the cost to transport a child in foster care to his/her school of origin.

**Foster care** means - twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is federal matching of any payments that are made.[4]

**School of origin** is - the school in which a child is enrolled at the time of placement in foster care. If a child’s foster care placement changes, the school of origin would then be considered the school in which the child is enrolled at the time of the placement change.
The Board designates the Superintendent or designee to serve as the district's point of contact for children in foster care.

The district's point of contact shall coordinate with:

1. Local children and youth agency to:
   a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements.
   b. Develop a protocol on how to make best interest determinations; and
   c. Develop and coordinate transportation procedures.

2. Other school districts on issues of transfer of records, transportation and other inter-district activities.

Guidelines

Enrollment/Placement

A child in foster care shall continue to be enrolled in his/her school of origin unless there is a determination that it is not in his/her best interest to attend the school of origin.[1]

Best Interest Determination -

The best interest determination shall be made in accordance with federal and state laws and regulations, court orders, and established local procedures.[1]

In determining whether it is in a child’s best interest to remain in his/her school of origin, all factors relating to a child’s best interest shall be considered, including the appropriateness of the current educational setting and proximity of foster care placement.[1]

Documentation related to the best interest determination shall be kept in the student’s education record.

Enrollment -

When a child in foster care is placed in the district and seeks enrollment in district schools, the district’s point of contact shall:[1][5]

1. Ensure the child is immediately enrolled and attending school, even if the records normally required for enrollment pursuant to district policies are not available.

2. Immediately contact the school last attended by the child to obtain relevant academic and other records.

Dispute Resolution -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in his/her school of origin, pending resolution of the dispute.

Assignment -

If the district is unable to determine the student’s grade level due to missing or incomplete records, the district shall administer tests or utilize appropriate means to determine the student’s assignment within the school.[6]

Student Who Has Exited Foster Care -

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
A student who exited foster care may be permitted to finish the school year in this district, if appropriate, without payment of tuition.[7]

Education Records

The district may disclose personally identifiable information from the education records of a student without written consent of the parent(s) or the eligible student if the disclosure is: [8][9][10]

1. To comply with a court order authorizing the disclosure of education records in a case where a parent is a party to a proceeding involving child abuse or neglect or a dependency matter.

2. To an agency caseworker or other representative of a state or local child welfare agency, or tribal organization, who has the right to access a student’s case plan, as defined and determined by the state or tribal organization, when such agency or organization is legally responsible, in accordance with state or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student’s education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the state or tribal laws applicable to protecting the confidentiality of a student’s education records.

Transportation

The district shall ensure that children in foster care needing transportation to their school of origin will promptly receive transportation in a cost-effective manner.[2][11]

To ensure that transportation for children in foster care is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[2]

The transportation plan shall address the following:[2]

1. The procedure the district and local children and youth agency will follow to:

   a. Promptly provide transportation for children in foster care;

   b. Promptly arrange transportation for children in foster care; and

   c. Ensure transportation is funded in a cost-effective manner and in accordance with Section 475(4)(A) of the Social Security Act.

2. How transportation costs will be covered if additional costs are incurred. Options include:[2]

   a. The local children and youth agency agrees to reimburse the district;

   b. The district agrees to pay for the cost;

   c. The district and the local children and youth agency agree to share the costs; or

   d. The district of origin, the district of current residence, and the placing children and youth agency agree to share the costs.

3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student’s ability to
remain in the school of origin during the dispute resolution process.\[12\]

The district shall submit the local transportation plan, including any updates or revisions, to the Pennsylvania Department of Education.

Transportation shall be provided to children in foster care in accordance with the local transportation plan regardless of whether transportation is provided to district students.\[1\] \[2\]

**Training**

The district’s point of contact for children in foster care shall provide professional development and training to school staff on the Title I foster care provisions and education needs of children in foster care, as needed.
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Legal

1. 24 P.S. 1001
2. 24 P.S. 508
3. 24 P.S. 1071
4. 24 P.S. 1073
5. 24 P.S. 1076
6. 24 P.S. 1077
7. 24 P.S. 1079

8. Pol. 104
9. 24-P.S. 1002
10. 24 P.S. 1003
11. 24 P.S. 1078
12. 22 PA Code 49.41
13. 22 PA Code 49.42
14. 24 P.S. 111.1
15. 23 Pa. C.S.A. 6344
16. 24 P.S. 111
17. 24 P.S. 1004

18. Pol. 314
19. 24 P.S. 1073.1
20. 24 P.S. 1081
21. 24 P.S. 1082

22. Pol. 003
23. Pol. 312
24. 24 P.S. 1075
25. 24 P.S. 1007
26. 24 P.S. 1008
27. 2 Pa. C.S.A. 551 et seq
28. 24 P.S. 1080
29. 24 P.S. 108
30. 24 P.S. 1418
31. 22 PA Code 8.1 et seq
32. 22 PA Code 49.171
33. 22 PA Code 49.172
34. 28 PA Code 23.43
35. 28 PA Code 23.44
36. 28 PA Code 23.45
37. 18 Pa. C.S.A. 9125
38. 23 Pa. C.S.A. 6301 et seq
39. 42 U.S.C. 12101 et seq
Purpose

The Board places the primary responsibility and authority for the administration of the district in the Superintendent and Assistant Superintendents. Therefore, selection of a Superintendent or Assistant Superintendents is critical to the effective leadership and management of the district.[1]

Authority

During the last year of the Superintendent's term or any other time the position of Superintendent becomes vacant, the Board shall meet to appoint, by a majority vote of all members of the Board, a properly qualified district Superintendent. The appointed Superintendent shall enter into a written contract with the Board for a term of three (3) to five (5) years.[2][3][4]

Assistant Superintendents shall be appointed by a majority vote of all members of the Board upon nomination of the Superintendent. Assistant Superintendents shall enter into a contract for a term of three (3) to five (5) years.[2][3][5][6]

At a public Board meeting occurring at least ninety (90) days prior to the expiration date of the Superintendent's or Assistant Superintendents' term of office, the Board meeting agenda shall include an item requiring affirmative action by five (5) or more Board members to notify the Superintendent or Assistant Superintendents that the Board intends to retain the individual or that other candidates will be considered for the office. If the Board fails to take such action, the term of office which the Superintendent or Assistant Superintendents are serving shall be extended one (1) time for a one-year period. Prior to the end of the one-year extension, the Board shall take action necessary to retain the Superintendent or Assistant Superintendents. If no action is taken prior to the conclusion of the one-year extension, the term of office for the current Superintendent or Assistant Superintendents shall terminate.[4][6]

Anytime the Board votes to retain a Superintendent or Assistant Superintendent, the Superintendent may be retained for a term of three (3) to five (5) years, and the Assistant Superintendent may be retained for a term of three (3) to five (5) years or for a term extending through the term of the Superintendent.[4][6]

Whenever the Board finds it impossible or impractical to immediately fill a vacancy in the office of Superintendent or Assistant Superintendent, the Board may appoint an acting Superintendent or Assistant Superintendent to serve not longer than one (1) year from the time of appointment.[7]

Guidelines

Recruitment and Assessment of Candidates

The Board shall actively seek candidates who meet the qualifications and requirements for the positions of Superintendent and Assistant Superintendent. It may be aided in this task by a committee of Board members and/or the services of professional consultants.

When undertaking a search to fill the positions of Superintendent or Assistant Superintendent, recruitment procedures shall be prepared and may include the following:

1. Preparation of a job description for the position, written in accordance with the requirements of federal and state laws and regulations.[8]

2. Preparation of written qualifications, in addition to applicable state requirements, for all applicants. [9][10][11][12][13]
3. Preparation of informative materials describing the school district, the position, and the district's educational goals.

4. Opportunity for selected applicants to visit the district schools and meet with internal staff and external stakeholders at the Board's invitation.

Recruitment, screening and evaluation of candidates shall be conducted in accordance with Board policy, Board established leadership criteria and state and federal law.[8]

The Board shall determine prior to interviewing finalists which expenses associated with such interviews will be reimbursed by the school district.

A candidate's misstatement of fact material to qualifications for employment or determination of salary shall constitute grounds for dismissal by the Board.

**Pre-Employment Requirements**

The district shall conduct an employment history review in compliance with state law prior to issuing an offer of employment to a candidate. Failure to accurately report required information shall subject the candidate to discipline up to, and including, denial of employment or termination if already hired, and may subject the candidate to civil and criminal penalties. The district may use the information for the purpose of evaluating an applicant's fitness to be hired or for continued employment and may report the information as permitted by law.[14]

A candidate shall not be employed until the individual has complied with the mandatory background check requirements for criminal history and child abuse and the district has evaluated the results of that screening process.[15][16]

Each candidate shall report, on the designated form, all arrests and convictions as specified on the form. Candidates shall likewise report arrests and/or convictions that occur subsequent to initially submitting the form. Failure to accurately report such arrests and convictions may subject the individual to denial of employment, termination if already hired, and/or criminal prosecution.[16]

Before entering the duties of the office, the Superintendent and Assistant Superintendents shall take and subscribe to the oath of office prescribed by law.[17]

After receiving a conditional offer of employment but prior to beginning employment, a candidate shall undergo medical examinations, as required by law and as the Board may require.[18]

**Employment Contracts**

Individuals shall not be employed as a Superintendent or Assistant Superintendent unless they have signed an employment contract expressly stating the terms and conditions of employment. The written contract shall:[4]

1. Contain the mutual and complete agreement between the Superintendent or Assistant Superintendents and the Board with respect to the terms and conditions of employment.

2. Consistent with state certification requirements, specify the duties, responsibilities, job description and performance expectations, including performance standards and assessments as required by law.[19][20][21][22][23]

3. Incorporate all provisions relating to compensation and benefits to be paid to or on behalf of the Superintendent or Assistant Superintendents.[24][6]

4. Specify the term of employment and state that the contract shall terminate immediately, except as otherwise provided by law, upon the expiration of the term unless the contract is allowed to
extend automatically as required by law.

5. Specify the termination, buyout and severance provisions, including all postemployment compensation and the period of time in which the compensation shall be provided. Termination, buyout and severance provisions may not be modified during the course of the contract or in the event a contract is terminated prematurely.

6. Contain provisions relating to outside work that may be performed, if any.

7. State that any modification to the contract must be in writing.

8. State that the contract shall be governed by the laws of the Commonwealth of Pennsylvania.

9. Limit compensation for unused sick leave in employment contracts for Superintendents and/or Assistant Superintendents who have no prior experience as a district superintendent or assistant superintendent to the maximum compensation for unused sick leave under the school district’s administrative compensation plan in effect at the time of the contract.

10. Limit transferred sick leave from previous employment to not more than thirty (30) days for Superintendents and/or Assistant Superintendents who have no prior experience as a district superintendent or assistant superintendent.

11. Specify postretirement benefits and the period of time in which the benefits shall be provided.

Removal/Severance

The Superintendent or Assistant Superintendents may be removed from office and have their contracts terminated, after a hearing, by a majority vote of all members of the Board and in accordance with law. The Board shall publicly disclose at the next regularly scheduled meeting the removal from office of a Superintendent or Assistant Superintendent.

Any negotiated severance of employment prior to the end of the specified contract term shall be limited to either:

1. The equivalent of one (1) year’s compensation and benefits due under the contract, if the severance agreement takes effect two (2) or more years prior to the end of the contract term; or

2. The equivalent of one-half (1/2) of the total compensation and benefits due under the contract for the remainder of the term, if the severance agreement takes effect less than two (2) years prior to the end of the contract term.
Authority

The Board has the authority under law to prescribe employment conditions for district personnel. [1][2] [3][4][5]

For the mutual benefit and protection of the district and its employees, the Board directs that, as the policy of this school district:

1. Professional employees shall sign an employment contract upon employment, as required by law, which shall continue in force unless terminated by the employee by written resignation or retirement presented sixty (60) days in advance or terminated by the Board in accordance with law. [6][5]

2. Temporary professional employees, upon attaining tenure status, shall sign a contract for professional employees. [7][8]

3. Noncertificated administrative and support employees shall be employed through a contract or Board resolution. [2][3]

The Board shall be notified promptly of any misunderstanding arising from the application of a given contract or resolution, or any error in salary paid to the employee.

Willful misrepresentation of facts material to employment and determination of salary shall be considered cause for dismissal of the employee.

Guidelines

Acceptance of Resignations or Retirements

In order to effect the timely transition of staffing, the following procedures shall be implemented:
1. Upon its date/time receipt in the office of the Superintendent or either Assistant Superintendent the Human Resources Office, a letter of resignation or retirement shall be considered "accepted".

2. If an employee verbally informs the district of his/her desire to resign and fails to submit a letter of resignation, a letter will be forwarded to the employee by both regular and certified mail. The letter shall inform the employee that the verbal resignation will become effective within two (2) working days following receipt of the letter from the district unless the employee rescinds the resignation in writing within that time period.

3. Following either of the above methods of resignation notice, a letter of resignation or retirement shall be considered irrevocable upon its receipt, unless a letter of withdrawal is received within five (5) days of the original acceptance.

4. Posting requirements for a vacant position may commence immediately following resignation or retirement notice.

5. The date of receipt of a letter of resignation or retirement considered "accepted" will be used to determine the release date that may be required by some individual employment contracts.
Authority

The Board is responsible for maintaining appropriate numbers of administrative, professional and support employees to effectively manage and operate the district and its schools. This policy establishes the manner in which necessary reductions of staff shall be accomplished.[1]

The Board has the authority and responsibility to determine how suspensions of district employees shall be made when necessary, in accordance with law, individual contracts and collective bargaining agreements.[2][3][4]

Delegation of Responsibility

The efficiency and effectiveness of district organization and staffing shall be under continuing review, and recommendations for abolishing positions and reallocating duties shall be presented for Board consideration when the Superintendent considers such actions to be in the best interests of the district.

The Superintendent or designee shall ensure that reduction of staff is implemented in accordance with applicable laws.

Data necessary for computation of each certificated administrative and professional employee’s rating and seniority status shall be recorded and maintained.[5][6]

Data necessary for computation of each noncertificated administrative and support employee’s seniority status shall be recorded and maintained.

Certificated administrative and professional employees shall be suspended for causes consistent with law in inverse order of seniority in the district. Reinstatements from a list of suspended professional employees shall be made on the basis of their seniority within the district.[3][4]

The district shall realign its professional staff to ensure that more senior employees are provided with the opportunity to fill positions for which they are certified and which are being filled by less senior employees. Such realignment, however, will not be construed to require curriculum changes or department revisions.[4]

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Professional employees shall be suspended and reinstated in accordance with the procedures established in administrative regulations and applicable provisions of the collective bargaining agreement.

Support employees shall be suspended and reinstated in accordance with the procedure established in the collective bargaining agreement.

Certificated administrative and tenured professional employees have the right to a Local Agency Law hearing, and the decision to suspend shall be considered an adjudication for the purpose of that hearing.[4][7]

Temporary professional employees are entitled to a Local Agency Law hearing at the request of the employee.[7]

To be considered available for reinstatement, suspended certificated administrative and professional employees must annually report in writing to the Board their current address and intent to accept the same or a similar position when offered.[4]

Upon request, noncertificated administrative and support employees may be entitled to a Local Agency Law hearing prior to suspension:

[4][7]

Last Modified by Kristin Ehrhart on January 31, 2018
Authority

The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.[1][2][3]

Definition

For purposes of this policy, travel costs shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient.[1]

Delegation of Responsibility

School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.[4][5]

The validity of payments for travel costs for all district employees and school officials shall be determined by the Superintendent or designee.

Guidelines

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district's nonfederally funded activities, and in accordance with the district's travel reimbursement policies and administrative regulations.[1][4][5]

Mileage reimbursements shall be at the rate approved by the Board for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by the federal General Services Administration for federal employees for the locale where incurred Board.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.[2][3]

In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that:[1][4][5]
1. Participation of the individual is necessary to the federal award.

2. The costs are reasonable and consistent with the district’s established policy.
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Purpose

The Board recognizes that students require adequate, nourishing food and beverages in order to grow, learn and maintain good health. The Board directs that students shall be provided with adequate space and time to eat meals during the school day.

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
**Authority**

The food service program shall be operated in compliance with all applicable state and federal laws and regulations, as well as federal guidelines established by the Child Nutrition Division of the United States Department of Agriculture (USDA).

The district shall ensure that, in the operation of the food service program, no student, staff member, or other individual shall be discriminated against on the basis of race, color, national origin, age, sex or disability.

Food sold by the school may be purchased by students and staff but only for consumption on school premises. The price charged to students shall be established annually by the district in compliance with state and federal laws.

Nonprogram food shall be priced to generate sufficient revenues to cover the cost of such items. A nonprogram food shall be defined as a food or beverage, other than a reimbursable meal or snack, that is sold at the school and is purchased using funds from the child nutrition account. Nonprogram foods include but are not limited to adult meals and a-la-carte items. All revenue from the sale of nonprogram food shall accrue to the child nutrition program account.

**Delegation of Responsibility**

Operation and supervision of the food service program shall be the responsibility of the Superintendent or designee.

Cafeterias shall be operated on a nonprofit basis. The Superintendent or designee shall review the cafeteria accounts and provide to the Board for its approval a statement of receipts and expenditures for cafeteria funds for each month. A full audit shall be conducted at least annually.

The Superintendent or designee shall ensure that school meals meet the standards required by the School Breakfast Program and the National School Lunch Program.

The Superintendent or designee shall comply with state and federal requirements for conducting cafeteria health and safety inspections and ensuring employee participation in appropriate inspection services and training programs.

The Superintendent or designee shall annually notify students, parents/guardians and employees concerning the contents of this policy. Notification shall include information related to nondiscrimination.

**Guidelines**

To reinforce the district’s commitment to nutrition and student wellness, foods served in school cafeterias shall:

1. Be carefully selected to contribute to students' nutritional well-being and health.
2. Meet the nutrition standards specified in law and regulations and approved by the Board.
3. Be prepared by methods that will retain nutritive quality, appeal to students, and foster lifelong healthy eating habits.
4. Be served in age-appropriate quantities, at reasonable prices.

**Procurement**

Procurement of goods or services for the food service program shall meet the requirements of applicable law, regulations and Board policy and procedures.
Free/Reduced-Price School Meals

The district shall provide free and reduced-price school meals to students in accordance with the terms and conditions of the National School Lunch Program and the School Breakfast Program.[22][23]

The district shall conduct direct certification three (3) times per year using the Pennsylvania Student Eligibility System (PA-SES) to identify students who are eligible for free school meal benefits without the need for submission of a household application. Direct certification shall be conducted:[22][23]

1. At or around the beginning of the school year.
2. Three (3) months after the initial effort.
3. Six (6) months after the initial effort.

The district may also conduct direct certification on a weekly or monthly basis.

Accommodating Students With Special Dietary Needs

The district shall make appropriate food service and/or meal accommodations to students with special dietary needs in accordance with applicable law, regulations and Board policy.[24][25][26][27]

School Food Safety Inspections

The district shall obtain two (2) safety inspections per year in accordance with local, state, and federal laws and regulations.[15][16][28]

The district shall post the most recent inspection report and release a copy of the report to members of the public, upon request.

School Food Safety Program

The district shall comply with federal requirements in developing a food safety program that enables district schools to take systematic action to prevent or minimize the risk of foodborne illness among students.[8][9][15]

The district shall maintain proper sanitation and health standards in food storage, preparation and service, in accordance with applicable state and local laws and regulations and federal food safety requirements.[16][28][29]

Professional Standards for Food Service Personnel

The district shall comply with the professional standards for school food service personnel who manage and operate the National School Lunch and School Breakfast Programs. For purposes of this policy, professional standards include hiring standards for new food service program directors and annual continuing education/training for all individuals involved in the operation and administration of school meal programs. Such professional standards shall apply to both district-operated food service programs and contracted food service programs.[6][7][17][30]

School Meal Service and Accounts

To ensure the effective operation of the district's food service program and delivery of school food program meals to students, the district shall:

1. Assign individual school meal accounts to each student for the purchase of meals served in school cafeterias, which ensure that the identity of each student is protected.
2. Notify parents/guardians when the student's school meal account reaches a low balance.
3. Notify parents/guardians when the student's school meal account reaches a negative balance. The notice shall include information on payment options.

4. Provide a school food program meal to each student who does not have the money to pay for the school food program meal or who has a negative balance in his/her school meal account, unless the student's parent/guardian has specifically provided written notice to the district to withhold a school food program meal.

When a student owes money for five (5) or more school food program meals, the district shall make at least two (2) attempts to contact the student’s parent/guardian and shall provide the application for free/reduced-price school meal benefits to the parent/guardian to apply for benefits under federal school meal programs. The district may offer assistance to parents/guardians with applying for free/reduced-price school meal benefits.

Communications regarding money owed by a student for school meals shall be made to the student's parent/guardian, not the student, unless the student is an emancipated minor.

District schools shall be prohibited from:

1. Publicly identifying or stigmatizing a student who cannot pay for a school food program meal or who has a negative school meal account balance.

2. Requiring a student who cannot pay for a school food program meal to perform chores or other work to pay for the meal, unless chores or other work are required of all students regardless of their ability or inability to pay for a school food program meal.

3. Requiring a student to discard a school food program meal after it was served to the student due to the student's inability to pay for the meal or due to a negative school meal account balance.

This policy and any applicable procedures regarding school meal charges and school meal accounts shall be communicated annually to school administrators, school food service personnel, other appropriate school staff, and contracted food service personnel.

The district shall provide parents/guardians with a written copy of this policy and any applicable procedures at the start of each school year, when a student enrolls in school after the start of the school year, and when a parent/guardian is notified of a negative school meal account balance.

The district shall annually inform parents/guardians, students and staff about the contents of this policy and any applicable procedures via the district website, student handbooks, newsletters, posted notices and/or other efficient communication methods.

Collection of Unpaid Meal Charges

Reasonable efforts shall be made by the district to collect unpaid meal charges from parents/guardians. Efforts taken in the collection shall not have a negative impact on the student involved, but shall focus primarily on the parents/guardians responsible for providing funds for meal purchases.
PAYMENT OF SCHOOL MEAL ACCOUNTS

School Meal Charges and Accounts

Elementary Schools

Meals

**Breakfast** – Breakfast is served from 8:30 a.m. to 8:55 a.m. daily. If there is a delayed start, breakfast will not be served. A student must take three (3) of the four (4) offered meal items, and one (1) component must be a fruit in order to “make a meal” to qualify for the $1.15 Paid, $.30 Reduced, and Free meal. The four (4) meal items include: grain, protein, fruit, and milk. Students may take two (2) fruits. A student will be charged à la carte prices if s/he does not “make a meal.”

**Lunch** – A student must take three (3) of the five (5) offered meal components, and one (1) component must be a fruit or vegetable in order to “make a meal” to qualify for the $2.40 Paid, $.40 Reduced and Free meal. The five (5) meal components include: grain, protein, fruit, vegetable, and milk. A student may take one (1) fruit and two (2) vegetables with his/her lunch. A student will be charged à la carte prices if s/he chooses not to “make a meal.”

Water bottles are available for purchase but may not be substituted for milk for the breakfast or lunch meals. Cups at each cashier station are available for students to fill at a water fountain.

Meal Prices

Breakfast is $1.15 for Paid students and $.30 for Reduced students.

Lunch is $2.40 for Paid students and $.40 for Reduced students.

Domino Pizza Lunch is $2.75 for paid students and $.40 for Reduced students.

À la carte items are available ranging in price from $.50 to $2.00.

Funding Your Child’s Meal Account

Parents can pay with a credit/debit card by going to SchoolCafe.com or they may send in a check or cash with their child. Homeroom teachers will send checks or cash to the café cashiers who will enter all prepayments into the child’s meal account. No receipts are given; the cancelled check will serve as the receipt. Checks should be made payable to EPSD Cafeteria Fund. Please include your child’s name and ID # on the check or with your payment. For multiple children (even if they attend different schools), you can include all children’s names and ID numbers on one check, noting the amount you would like deposited into each child’s account. Money in a student’s meal account can only be used for food purchases in the cafeteria and will follow your child every school year. For a student who graduates or withdraws, unless parents request the
remaining balance be transferred to another student, parents will receive a refund check by mail, if the balance is at least $2.40.

Refunds and Transfer Requests can be completed by submitting the online form entitled Cafeteria Refund/Transfer Funds Request on the Food Service website. Cafeteria balances of $2.40 or more will be mailed within thirty (30) days of a student’s withdrawal from the district.

Benefits of SchoolCafe –

- Mobile-Friendly app
- 24/7 Access. You will need your student’s ID number to set up a new account
- Fund your child’s account securely with your Visa or MasterCard
- Set-up automatic payments or make one-time payments
- View account balance and student purchase history
- Sign up to receive email notices when account balances are low
- Place student limits on à la carte purchases
  Note: there is a fee per each transaction

Meal Procedures

Students bring their food items to the cashier and access their meal account by entering their student ID number into the number pad, or the cashier will swipe the student’s ID card. Purchases are deducted from the money in the student’s meal account. For a student eligible for Free meals, the computer will recognize that the student does not owe any money for breakfast or lunch; it will simply appear that the meal purchase has been deducted from the student’s account. For a student eligible for Reduced priced meals, the computer will recognize that the student is to be charged the Reduced breakfast or lunch price and will deduct it from the balance of the money that has been deposited into the student’s meal account. A Free and Reduced priced student may purchase à la carte items if s/he has money in his/her meal account.

Free and Reduced

The majority of Free students are granted eligibility by Direct Certification. The PA Department of Education provides the district with a Direct Certification list based on the household income and government services families receive. If your child is eligible for Free meals this school year based on Direct Certification, you will receive a Notification of Approval of Free Meals Direct Certification letter in the mail. The first letters are mailed in mid-July.

*If you wish to refuse this benefit, please contact the Food Service Office and Paid status will be applied.

If you do not receive a Direct Certification letter prior to the start of the school year, you may apply for Free and Reduced priced meals based on your household income by completing the online Free and Reduced priced meal application at www.schoolcafe.com or the SchoolCafe mobile app where multiple language options are available. Once your application is received and processed, you will receive a notification letter in the mail and/or email alerting you to your child’s eligibility determination. If your application determination is Reduced or denied and your household income decreases anytime during the year, you may submit another Free and Reduced priced meal application.
If your child qualifies for Free or Reduced priced meals, the approval will apply to the current school year and the first thirty (30) days of the next school year (the grace period). A new application will need to be submitted unless you receive a Direct Certification letter. If you do not reapply before the last day of the grace period, your child’s status will revert to Paid on the 31st school day. Notices will be mailed prior to the end of the Grace Period to remind parents to reapply for Free and Reduced meals.

Completing an application online at www.schoolcafe.com or the SchoolCafe mobile app is the quickest and most secure way to apply for Free or Reduced priced meals. Free and Reduced paper applications are available to parents without computer or smartphone access by calling the Food Service Office at 610-966-8309. Applications are available in multiple languages. Completed paper applications should be returned to the school’s main office or directly to the Food Service Office at 800 Pine St., Emmaus, PA 18049.

Middle Schools

Meals

**Breakfast** – Breakfast is served from 7:15 a.m. to 7:40 a.m. daily. If there is a delayed start, breakfast will not be served. A student must take three (3) of the four (4) offered meal items, and one (1) component must be a fruit in order to “make a meal” to qualify for the $1.15 Paid, $.30 Reduced, and Free meal. The four (4) meal items include: grain, protein, fruit, and milk. Students may take two (2) fruits. A student will be charged à la carte prices if s/he does not “make a meal.”

**Lunch** – A student must take three (3) of the five (5) offered meal components, and one (1) component must be a fruit or vegetable in order to “make a meal” to qualify for the $2.50 Paid, $.40 Reduced and Free meal. The five (5) meal components include: grain, protein, fruit, vegetable, and milk. A student may take one (1) fruit and two (2) vegetables with his/her lunch. A student will be charged à la carte prices if s/he chooses not to “make a meal.”

Instead of the main entrée on the monthly menu, a student may substitute the ethnic or pizza bar, hot grab ‘n go sandwich, or boxed salads and wraps for the same $2.50 Paid and $.40 Reduced lunch price.

A la carte drinks including water bottles are available for purchase but may not be substituted for milk for the breakfast or lunch meals. Cups at each cashier station are available for students to fill at a water fountain.

**Meal Prices**

Breakfast is $1.15 for Paid students and $.30 for Reduced students.

Lunch is $2.50 for paid students and $.40 for Reduced students.

Domino Pizza Lunch is $3.05 for paid students and $.40 for Reduced students.

À la carte items are available ranging in price from $.50 to $2.00.
Funding Your Child’s Meal Account

Parents can pay with a credit/debit card by going to SchoolCafe.com or they may send in a check or cash with their child. Homeroom teachers will send checks or cash to the café cashiers who will enter all prepayments into the child’s meal account. No receipts are given; the cancelled check will serve as the receipt. Checks should be made payable to EPSD Cafeteria Fund. Please include your child’s name and ID # on the check or with your payment. For multiple children (even if they attend different schools), you can include all children’s names and ID numbers on one check, noting the amount you would like deposited into each child’s account. Money in a student’s meal account can only be used for food purchases in the cafeteria and will follow your child every school year.

Refunds and Transfer Requests can be completed by submitting the online form entitled Cafeteria Refund/Transfer Funds Request on the Food Service website. Cafeteria balances of $2.50 or more will be mailed within thirty (30) days of a student’s withdrawal from the district.

Benefits of SchoolCafe –

- Mobile-Friendly app
- 24/7 Access. You will need your student’s ID number to set up a new account
- Fund your child’s account securely with your Visa or MasterCard
- Set-up automatic payments or make one-time payments
- View account balance and student purchase history
- Sign up to receive email notices when account balances are low
- Place student limits on à la carte purchases

Note: there is a fee per each transaction

Meal Procedures

Students bring their food items to the cashier and access their meal account by entering their student ID number into the number pad. Purchases are deducted from the money in the student’s meal account. For a student eligible for Free meals, the computer will recognize that the student does not owe any money for breakfast or lunch; it will simply appear that the meal purchase has been deducted from the student’s account. For a student eligible for Reduced priced meals, the computer will recognize that the student is to be charged the Reduced breakfast or lunch price and will deduct it from the balance of the money that has been deposited into the student’s meal account. A Free and Reduced priced student may purchase à la carte items if s/he has money in his/her meal account.

Free and Reduced

The majority of Free students are granted eligibility by Direct Certification. The PA Department of Education provides the district with a Direct Certification list based on the household income and government services families receive. If your child is eligible for Free meals this school year based on Direct Certification, you will receive a Notification of Approval of Free Meals Direct Certification letter in the mail. The first letters are mailed in mid-July.

*If you wish to refuse this benefit, please contact the Food Service Office and Paid status will be applied.
If you do not receive a Direct Certification letter prior to the start of the school year, you may apply for Free and Reduced priced meals based on your household income by completing the online Free and Reduced priced meal application at www.schoolcafe.com or the SchoolCafe mobile app where multiple language options are available. Once your application is received and processed, you will receive a notification letter in the mail and/or email alerting you to your child’s eligibility determination. If your application determination is Reduced or denied and your household income decreases anytime during the year, you may submit another Free and Reduced priced meal application.

If your child qualifies for Free or Reduced priced meals, the approval will apply to the current school year and the first thirty (30) days of the next school year (the grace period). A new application will need to be submitted unless you receive a Direct Certification letter. If you do not reapply before the last day of the grace period, your child’s status will revert to Paid on the 31st school day. Notices will be mailed prior to the end of the Grace Period to remind parents to reapply for Free and Reduced meals.

Completing an application online at www.schoolcafe.com or the SchoolCafe mobile app is the quickest and most secure way to apply for Free or Reduced priced meals. Free and Reduced paper applications are available to parents without computer or smartphone access by calling the Food Service Office at 610-966-8309. Applications are available in multiple languages. Completed paper applications should be returned to the school’s main office or directly to the Food Service Office at 800 Pine St., Emmaus, PA 18049.

High School

Meals

Breakfast – Breakfast is served from 7:00 a.m. to 7:25 a.m. daily. If there is a delayed start, breakfast will not be served. A student must take three (3) of the four (4) offered meal items, and one (1) component must be a fruit in order to “make a meal” to qualify for the $1.15 Paid, $.30 Reduced, and Free meal. The four (4) meal items include: grain, protein, fruit, and milk. Students may take two (2) fruits. A student will be charged à la carte prices if s/he does not “make a meal.”

Lunch – A student must take three (3) of the five (5) offered meal components, and one (1) component must be a fruit or vegetable in order to “make a meal” to qualify for the $2.50 Paid, $.40 Reduced and Free meal. The five (5) meal components include: grain, protein, fruit, vegetable, and milk. A student may take two (2) fruits and two (2) vegetables with his/her lunch. A student will be charged à la carte prices if s/he chooses not to “make a meal.”

Instead of the main entrée on the monthly menu, a student may substitute the ethnic or pizza bar, hot grab 'n go sandwich, or boxed salads and wraps for the same $2.50 Paid and $.40 Reduced lunch price.

A la carte drinks including water bottles are available for purchase but may not be substituted for milk for the breakfast or lunch meals. Cups at each cashier station are available for students to fill at a water fountain.
Meal Prices

Breakfast is $1.15 for Paid students and $.30 for Reduced students.

Lunch is $2.50 for Paid students and $.40 for Reduced students.

Domino Pizza Lunch is $3.05 for paid students and $.40 for Reduced students.

Boars Head Deli Lunch is $3.05 for Paid student and $.40 for Reduced students.

À la carte items are available ranging in price from $.50 to $3.60.

Funding Your Child’s Meal Account

Parents can pay with a credit/debit card by going to SchoolCafe.com or they may send in a check or cash with their child. Homeroom teachers will send checks or cash to the café cashiers who will enter all prepayments into the child’s meal account. No receipts are given; the cancelled check will serve as the receipt. Checks should be made payable to EPSD Cafeteria Fund. Please include your child’s name and ID # on the check or with your payment. For multiple children (even if they attend different schools), you can include all children’s names and ID numbers on one check, noting the amount you would like deposited into each child’s account. Money in a student’s meal account can only be used for food purchases in the cafeteria and will follow your child every school year.

Refunds and Transfer Requests can be completed by submitting the online form entitled Cafeteria Refund/Transfer Funds Request on the Food Service website. Cafeteria balances of $2.50 or more will be mailed within thirty (30) days of a student’s withdrawal from the district.

Graduated Senior balances will be transferred to enrolled siblings, if applicable, unless a request for refund is completed. All other Senior refunds of $2.50 or more will be mailed within thirty (30) days of graduation.

Benefits of SchoolCafe –

- Mobile-Friendly app
- 24/7 Access. You will need your student’s ID number to set up a new account
- Fund your child’s account securely with your Visa or MasterCard
- Set-up automatic payments or make one-time payments
- View account balance and student purchase history
- Sign up to receive email notices when account balances are low
- Place student limits on à la carte purchases
  Note: there is a fee per each transaction

Meal Procedures

Students bring their food items to the cashier and access their meal account by entering their student ID number into the number pad. Purchases are deducted from the money in the student’s meal account. For a student eligible for Free meals, the computer will recognize that the student does not owe any money for breakfast or lunch; it will simply appear that the meal purchase has been deducted from the student’s account. For a student eligible for Reduced priced meals, the
computer will recognize that the student is to be charged the Reduced breakfast or lunch price and will deduct it from the balance of the money that has been deposited into the student’s meal account. A Free and Reduced priced student may purchase à la carte items if s/he has money in his/her meal account.

**Free and Reduced**

The majority of Free students are granted eligibility by Direct Certification. The PA Department of Education provides the district with a Direct Certification list based on the household income and government services families receive. If your child is eligible for Free meals this school year based on Direct Certification, you will receive a *Notification of Approval of Free Meals Direct Certification* letter in the mail. The first letters are mailed in mid-July.

*If you wish to refuse this benefit, please contact the Food Service Office and Paid status will be applied.*

If you do not receive a Direct Certification letter prior to the start of the school year, you may apply for Free and Reduced priced meals based on your household income by completing the online Free and Reduced priced meal application at www.schoolcafe.com or the SchoolCafe mobile app where multiple language options are available. Once your application is received and processed, you will receive a notification letter in the mail and/or email alerting you to your child’s eligibility determination. If your application determination is Reduced or denied and your household income decreases anytime during the year, you may submit another Free and Reduced priced meal application.

If your child qualifies for Free or Reduced priced meals, the approval will apply to the current school year and the first thirty (30) days of the next school year (the grace period). A new application will need to be submitted unless you receive a Direct Certification letter. If you do not reapply before the last day of the grace period, your child’s status will revert to Paid on the 31st school day. Notices will be mailed prior to the end of the Grace Period to remind parents to reapply for Free and Reduced meals.

Completing an application online at [www.schoolcafe.com](http://www.schoolcafe.com) or the SchoolCafe mobile app is the quickest and most secure way to apply for Free or Reduced priced meals. Free and Reduced paper applications are available to parents without computer or smartphone access by calling the Food Service Office at 610-966-8309. Applications are available in multiple languages. Completed paper applications should be returned to the school’s main office or directly to the Food Service Office at 800 Pine St., Emmaus, PA 18049.
Collection of Unpaid Meal Charges

School Lunch Debt

Students will not be denied a regular reimbursable meal. Students who do not have money with them or in their meal accounts may charge the cost of their meal to their account and debt will accrue. The district reserves the right to deny a regular reimbursable meal to a student in extenuating circumstances.

Debt Collection

At the beginning of the school year, letters listing money owed will be mailed or emailed by the food service provider or Business Office to any parents/guardians whose children have accrued debt during previous years.

Balance reminders will be sent home every two (2) weeks by the food service provider for students who have accrued debt.

If the debt remains unpaid for two (2) months, the food service provider, building principal or designee will contact the parent/guardian to discuss payment options.

If the debt remains unpaid for six (6) months, the Superintendent or designee will send a letter to the parent/guardian advising that the debt be referred to a collection agency or legal action be taken.
Purpose

The Board is committed to protecting the health, safety and welfare of its students and the school community. This policy supports the provision of a comprehensive district program designed to promote behavioral health and prevent suicide.[1][2][3][4][5]

Authority

The Board directs the district to provide education on youth suicide awareness and prevention; to establish methods of prevention, intervention, and response to suicide attempt or suicide death; and to promote access to suicide awareness and prevention resources.[1][2][3][4][5]

The district shall notify employees, students and parents/guardians of this policy and shall post the policy on the district’s website.[1]

Definition

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
Behavioral health – the promotion of emotional health; the prevention of mental illnesses and substance use disorders; and treatment and services for substance abuse, addiction, substance use disorders, mental illnesses and/or mental disorders.

Guidelines

The district shall utilize a multifaceted approach to suicide prevention which integrates school and community-based supports.

SUICIDE AWARENESS AND PREVENTION EDUCATION

Protocols for Administration of Student Education

Students in grades 6-12 shall receive age-appropriate education on the importance of safe and healthy choices, coping strategies, how to recognize risk factors and warning signs, as well as help-seeking strategies for self or others including how to engage school resources.

Lessons shall:

1. Contain information on comprehensive health and wellness, including emotional, behavioral and social skills development.

2. Inform students about broader behavioral health issues such as depression and substance abuse, as well as specific risk factors, protective factors and warning signs for suicide.

3. Encourage students to seek help for themselves or their peers, including when concerns arise via social media or other online forum, and to avoid making promises of confidence when they are concerned about the safety of a peer.

Protocols for Administration of Employee Education

All district employees, including but not limited to administrators, teachers, paraprofessionals, administrative assistants, coaches, bus drivers, custodians and cafeteria workers, shall receive information about risk factors, warning signs, response procedures, referrals, and resources regarding youth suicide awareness and prevention.

As part of the district’s professional development plan, professional educators in school buildings serving students in grades six (6) through twelve (12) shall participate in a minimum of four (4) hours of youth suicide awareness and prevention training every five (5) years.[1][6]

Additional professional development in suicide risk screening and/or assessment and crisis intervention shall be provided to specialized staff and school behavioral health professionals such as school crisis response/intervention team members, designated administrators, school counselors, school psychologists, school social workers and school nurses.

Resources for Parents/Guardians

The district may provide parents/guardians with resources including, but not limited to, health promotion and suicide risk, including characteristics and warning signs; and information about local behavioral health resources.

METHODS OF PREVENTION

The methods of prevention utilized by the district include, but are not limited to, early identification and support for students at risk; education for students, staff and parents/guardians; and delegation of responsibility for planning and coordination of suicide prevention efforts.

https://www.boarddocs.com/pa/epen/Board.nsf/Private?open&login#
In support of the district's suicide prevention mission, information received in confidence from a student may be revealed to the student's parents/guardians, the building principal or other appropriate authority when the health, welfare or safety of the student or any other person is clearly in jeopardy. [7][8][9][10]

Suicide Prevention Coordinators

District-Wide –
A district-wide suicide prevention coordinator shall be designated by the Superintendent. This may be an existing district employee. The district suicide prevention coordinator shall be responsible for planning and coordinating implementation of this policy.

Building Level –
Each building principal shall designate a school suicide prevention coordinator to act as a point of contact in each school for issues relating to suicide prevention and policy implementation. This may be an existing district employee.

Early Identification Procedures

Early identification of individuals with suicide risk factors or warning signs is crucial to the district's suicide prevention efforts. To promote awareness, district employees, students and parents/guardians should be educated about suicide risk factors and warning signs.

Suicide risk factors refer to personal or environmental characteristics that are associated with suicide.

Warning signs are evidence-based indicators that someone may be in danger of suicide, either immediately or in the near future.

Referral Procedures

Any district employee who observes a student exhibiting a warning sign for suicide or has another indication that a student may be contemplating suicide, shall refer the student for suicide risk screening and/or assessment and intervention in accordance with district procedures.

In the absence of a warning sign for suicide, students demonstrating suicide risk factors that appear to be adversely impacting the student should be referred to the district behavioral health professional for support and follow-up.

Documentation

The district shall document the reasons for referral, including specific warning signs and suicide risk factors identified as indications that the student may be at risk.

METHODS OF INTERVENTION [1]

The methods of intervention utilized by the district include, but are not limited to, responding to suicide threats, suicide attempts in school, suicide attempts outside of school, and suicide death. Suicide intervention procedures shall address the development of a safety plan for students identified as being at increased risk of suicide.

Procedures for Students at Risk

A district-approved suicide risk screening or assessment tool may be used by trained behavioral health staff such as counselors, psychologists and social workers.
Parents/Guardians of a student identified as being at risk of suicide shall be notified by the school and informed of crisis and community resources. If the school suspects that the student's risk status is the result of abuse or neglect, school staff shall immediately notify Children and Youth Services.[5]

The district shall identify behavioral health service providers to whom students can be referred for further suicide risk screening and/or assessment and assistance.

Behavioral health service providers – may include, but not be limited to, hospital emergency departments, psychiatric hospitals, community behavioral health centers, psychiatrists, psychologists, social workers and primary care providers.

If the student is identified as being at increased risk of suicide, the district shall create a new, or update a previous, safety plan to support the student and the student’s family. The safety plan should be developed collaboratively with input from the student and reviewed with the student’s family.

Students With Disabilities

For students with disabilities who are identified as being at risk for suicide or who attempt suicide, the appropriate team (IEP Team for IDEA-eligible students and Section 504 Team for Section 504-eligible students) shall be notified and shall address the student’s needs in accordance with applicable law, regulations and Board policy.[3][11][12][13][14]

If a student is identified as being at risk for suicide or attempts suicide and the student may require special education services or accommodations, the Director of Special Education shall be notified immediately and shall take action to address the student’s needs in accordance with applicable law, regulations and Board policy, which may include reconvening the IEP or Section 504 Team to discuss any necessary modifications to the student’s IEP or Section 504 plan.[3][11][12][13][14]

Documentation

The district shall document observations, recommendations and actions conducted throughout the course of intervention, suicide risk screening and/or assessment and follow-up, including verbal and written communications with students, parents/guardians and behavioral health service providers.

The Superintendent or designee shall develop administrative regulations providing recommended guidelines for responding to a suicide threat.

All documentation regarding this process shall remain confidential and shall be maintained by the student’s guidance school counselor in a file separate from the student’s main educational file. This shall not preclude the disclosure of such documentation/information to school employees who have a legitimate educational interest in the information or as required by the Family Educational Rights and Privacy Act (FERPA).

METHODS OF RESPONSE TO SUICIDE ATTEMPT OR SUICIDE DEATH [1]

The district shall maintain a trained school crisis response/crisis intervention team. Team members shall include, but not be limited to, designated administrators, school counselors, school nurse, school psychologist, social worker, School Resource Officers, members of the Student Assistance Program Team, and others as designated by the district such as community behavioral health agency resources.

Response to Suicide Attempt

Methods of response to a suicide attempt utilized by the district include, but are not limited to:

1. Determining the roles and responsibilities of each crisis response team member.
2. Notifying students, employees and parents/guardians.

3. Working with families.

4. Responding appropriately to the media.

5. Collaborating with community providers.

The Superintendent or designee shall develop administrative regulations with recommended guidelines for responding to a suicide attempt on school grounds or during a school-sponsored event.

**Re-Entry Procedures**

A student’s excusal from school attendance after a behavioral health crisis and the student’s return to school shall be consistent with state and federal laws and regulations. [3][11][12][13][15][16]

**Prior to a student returning to school** after a behavioral health crisis, a district-employed behavioral health professional, the building principal or suicide prevention coordinator shall meet with the parents/guardians of the student and, if appropriate, meet with the student to ensure the student’s readiness to return to school and to create an individual re-entry plan.

When authorized by the student’s parent/guardian, the designated district employee shall coordinate with the appropriate outside behavioral health care providers, request written documentation from the treating facility and encourage their involvement in the re-entry meeting.

The designated district employee will periodically check in, as needed, with the student to monitor the student’s progress, facilitate the transition back into the school community and address any concerns.

Re-entry of a student with a disability requires coordination with the appropriate team to address the student’s needs in accordance with applicable law, regulations and Board policy. [3][11][12][13][14]

**Response to Suicide (Postvention)**

Upon confirmation of a suicide death, the district shall immediately implement established postvention procedures which shall include methods for informing the school community; identifying and monitoring at risk youth; and providing resources and supports for students, staff and families. The district will review any requests for memorials in accordance with district procedures.

The Superintendent or designee shall develop administrative regulations with recommended guidelines for responding to a suicide death.

**REPORT PROCEDURES** [1]

Effective documentation assists in preserving the safety of the student and ensuring communication among school staff, parents/guardians and behavioral health service providers.

When a district employee takes notes on any conversations or situations involving or relating to an at risk student, the notes should contain only factual or directly observed information, not opinions or hearsay.

As stated in this policy, district employees shall be responsible for effective documentation of incidents involving suicide prevention, intervention and response.

The suicide prevention coordinator shall provide the Superintendent or designee with a copy of all reports and documentation regarding the at risk student. Information and reports shall be provided, as appropriate, to guidance school counselors, district behavioral health professionals and school nurses.

**SUICIDE AWARENESS AND PREVENTION RESOURCES** [1]
National:

- National Suicide Prevention Lifeline: 1-800-273-TALK (8255) or visit http://www.suicidepreventionlifeline.org/
- Crisis Text Line: TEXT 741-741 or visit http://www.crisistextline.org/
- Substance Abuse and Mental Health Services Administration (SAMHSA) Preventing Suicide: A Toolkit for High Schools https://store.samhsa.gov/product/Preventing-Suicide-A-Toolkit-for-High-Schools/SMA12-4669

Pennsylvania:

- List of Crisis Intervention contact information by county
- List of County CASSP and Children's Behavioral Health Contact Persons
- County Task Force Resources: By county, available contact information is provided for crisis, the Suicide Prevention Task Force, local chapter of AFSP, and other local mental health/suicide prevention resources

National and State Organizations

National:

- American Association of Suicidology (AAS): http://www.suicidology.org/
- Suicide Prevention Resource Center (SPRC): http://www.sprc.org/

Pennsylvania:

- Prevent Suicide PA: http://www.preventsuicidepa.org/
- Jana Marie Foundation: http://www.janamariefoundation.org/
- Aeidum: http://aeidum.com/cms/
- Services for Teens at Risk (STAR-Center) https://www.starcenter.pitt.edu/STAR-Center-Home/1/Default.aspx
- Pennsylvania Department of Education www.education.state.pa.us