

**SPRING-FORD AREA SCHOOL DISTRICT
WORK SESSION**

Monday, April 17, 2023 ~ 7:30 p.m.

**High School Cafeteria
350 South Lewis Road, Royersford, PA 19468**

RCTV YouTube Address: <https://www.youtube.com/ramcountrytv>

MISSION STATEMENT

Spring-Ford Area School District cultivates academic excellence, embraces inclusivity, fosters wellness, and purposefully integrates technology and innovation.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

There will be an Executive Session prior to the Work Session at 6:30 p.m. to discuss personnel items.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

II. PRESENTATION

- A. Mr. Robert Swier**, 9th Grade Teacher and DECA Advisor, to present 2022-2023 DECA Program
- B. Mr. James D. Fink CPA, Chief Financial Officer**, Presentation and Discussion of the 2023-2024 Proposed Final Budget.

III. ACTION ITEM

- A.** Administration recommends approval of the overnight trip of three (3) students to compete in the PMEA-All-State from Wednesday April 19, 2023 through Saturday April 22, 2023 at Pocono Manor, PA and will be responsible for any missed work. The total cost for the students is \$1,320.00 (registration, hotel and transportation) and is to be paid by the district.
- B.** Administration recommends adoption of the Proposed Final Budget for the 2023-2024 school year in the amount of \$190,772,676.00. The proposed final budget must be approved thirty (30) days prior to the final budget adoption, and the proposed final budget will be made available for public inspection at least twenty (20) days prior to the adoption of the final budget.

IV. BOARD AND COMMITTEE REPORTS

Student Rep. Report	Aditi Mangal/Arhan Kaul	
Community Relations Policy	Colleen Zasowski	1st Tue. 6:30 p.m.
Curriculum/Technology	Wendy Earle	2nd Mon. 6:30 p.m.
Finance	Dr. Margaret Wright	2nd Mon. 7:30 p.m.
Property	Clinton L. Jackson	2nd Tue. 6:30 p.m.
Asst. Superintendent's Report	Clinton L. Jackson	2nd Tue. 7:30 p.m.
Solicitor's Report	Dr. Kelly Murray/Dr. Tina Giambattista	
	Mark Fitzgerald	

V. MINUTES

- A.** Administration recommends approval of the March 20, 2023 Work Session minutes.

(Attachment A1)

- B. Administration recommends approval of the March 27, 2023 Board Meeting minutes.
(Attachment A2)

VI. PERSONNEL**A. Resignations**

1. **Carol L. Baldassare**; Instructional Assistant, Senior High School, for the purpose of retirement. Effective: June 9, 2023. *Correction from the March Board Agenda.*
2. **Ashley E. Baisch**; Music Teacher (Strings), 7th and 8th Grade Centers. Effective: June 10, 2023.
3. **Ashley L. Brod**; Special Education Teacher, Extended School Year. Effective: March 22, 2023.
4. **Katherine M. Cieszkowski**; Co-Ed Fitness Intramural #4 - Upper Providence Elementary School. Effective: March 24, 2023.
5. **Jessica A. Hauseman**; Co-Ed Fitness Intramural #2 - Upper Providence Elementary School. Effective: March 24, 2023.
6. **Seth Jones**; HS Instrumental Director (Marching & Concert Bands) and HS Jazz Ensemble Director. Effective: April 10, 2023.
7. **Joseph B. Mayo**; Information Systems Analyst, 9th Grade Center, for the purpose of retirement. Effective: July 7, 2023.
8. **Alexa M. Rawa**; Special Education Teacher, Extended School Year. Effective: April 4, 2023.
9. **Johanna M. Timbario**; Speech Therapist, Extended School Year. Effective: April 4, 2023.

B. Leave of Absence

1. **Margaret C. Finnegan**; Secretary, 5 / 6 Grade Center, for an extension of a leave of absence per Board Policy. Effective: April 13, 2023 through June 10, 2023.
2. **Crystal E. Migliaccio**; Learning Support Teacher, 7th Grade Center for a leave of absence per the Professional Agreement. Effective: May 23, 2023 through April 18, 2025.

C. Professional Employee

1. **Megan M. Kraft**; Instructional Support Teacher, Spring City Elementary School, replacing Corinna M. Vieira, who resigned. Compensation has been set at M+30, Step 7, \$72,783.00, with benefits per the Professional Agreement. Effective: August 22, 2023.

D. Support Staff

1. **Michelle J. Burke**; Registered Nurse, Senior High School, replacing Rachelle A. Klapper, who resigned. Compensation has been set at \$30.25/hour plus benefits per the Registered Nurse Benefit Summary. Effective: May 1, 2023.
2. **Emily M. Moore**; Instructional Assistant, Spring-Ford Cyber Learning, Senior High School, replacing Catarina L. Folkes, who resigned. Compensation has been set at \$17.36/hour plus benefits per the Instructional Assistants' Benefit Summary. Effective: April 24, 2023.

- E. Administration recommends approval of the following professional staff member(s) for before and after school tutoring for the 2022-2023 school year to be paid from ARP ESSER/7% Set Aside:

1. **Briana L. Hayes**

- F. Administration recommends approval of the following Professional Staff as Special Education Teachers for the 2023 Extended School Year Program (ESY). The program will be held at the Evans Elementary School, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Ashley A. Galluppi**

- G.** Administration recommends approval of the following Professional Staff as Special Education Teacher Substitutes for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.
1. **Jennifer A. Bowyer**
 2. **Amanda L. Burr**
 3. **Maria Carroll**
 4. **Jeanette T. Hellauer**
 5. **Kyla Kaczerski**
 6. **MaryKay O'Callaghan**
 7. **Melissa A. Shimukonas**
- H.** Administration recommends approval of the following Support Staff as Instructional Assistants for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:45 AM to 1:15 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation for new employees will be set at \$16.36/hour non-degree rate or \$17.36/hour degree rate. Current hourly employees will be paid at their current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds.
1. **Melissa E. Cherkasky**
 2. **Amanda C. Hegedus**
 3. **Madison A. Johnson**
 4. **Aiden J. Kollar**
 5. **Jayne W. Oyler**
 6. **Lisa Wait**
- I.** Administration recommends approval of the following Support Staff as Instructional Assistant Substitutes for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:45 AM to 1:15 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation will be set at the employees' current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds.
1. **Deirdre L. Davidson**
 2. **David G. Kinch**
 3. **Jennifer L. Seraphin**
- J.** Administration recommends approval of the attached extra-curricular contracts for the 2022-2023 school year. **(Attachment A3)**
- K.** Administration recommends approval of an independent engagement agreement with Mark Klein, Esq. to provide independent investigatory and litigation support, including the preparation of a determination for the district in a Title IX matter at an hourly rate of \$200/hour. The hourly rate for travel to and from the District will be \$75/hour. The funding will be paid from the Business Office Budget.
- L.** Administration recommends approval of the Memo of Understanding between the Spring-Ford Area School District and the Spring-Ford Education Association for the purpose of adding a Unified Track Head Coach position.

VII. FINANCE

- A.** Administration recommends approval for next month's payroll, taxes, all benefits, transportation contracts, IU contracts, Vo-Tech payments, debt service payments, utility bills, maintenance agreements, copier leases, equipment maintenance, Federal grants, insurance, and discounted invoices.
- B.** Payments:
- | | | |
|---|----|--------------|
| 1. <u>General Fund Checks</u> | | |
| Check No. 216339 - 216452 | \$ | 491,569.13 |
| 2. <u>Food Service Check</u> | | |
| Check No. 2526-2529 | \$ | 949.60 |
| 3. <u>General Fund, Food Service, Capital Reserve & Projects ACHs</u> | | |
| ACH No. 222301919 - 222302163 | \$ | 4,944,725.63 |
| 4. <u>Wires</u> | | |
| Wire No. 202200188 - 202200202 | \$ | 8,949,701.82 |
| 5. <u>Procurement Payments</u> | | |
| Transaction No. 220000180 - 220000257 | \$ | 19,303.97 |
- C.** The following monthly Board reports are submitted for your approval:
1. Skyward Reports
 - Check Report (All funds)
 - ACH Report (All funds)
 - Wires Report (All funds)
 - Procurement Report (All funds)
- D.** Administration recommends approval of the following **independent contracts**.
1. **Lifeworks School** to provide school year services for 1 student as per the IEP. The total cost for all services is not to exceed \$17,325.00. The funding will be paid from the Special Education Budget.
 2. **The Pathway School** to provide school year services for 1 student as per the IEP. The total cost for all services is not to exceed \$36,800.00. The funding will be paid from the Special Education Budget.
 3. **Michael McLeod (GrowNow Therapy Services Inc.)** to provide Executive Function Training to all district instructional assistance with a cost not to exceed \$3,000.00. Funding will be paid from the ARP ESSER 7% Set Aside.
 4. **Body Metrics**, for professional development for all district nurses with a cost not to exceed \$300.00. Funding will be paid from the Assistant Superintendent Budget.
- E.** Administration recommends approval of **Resolution 2023-01** for the provision of property tax and rent rebates to certain senior citizens, widows, widowers, and disabled persons with fixed and limited incomes; establishing uniform standards and qualifications for eligibility to receive a rebate; and providing penalties for fraudulent claims. **(Attachment A4)**
- F.** Administration recommends approval of **Resolution 2023-02** authorizing the issuance of General Obligation Bonds, Series of 2023 (the "Bonds"), for the purposes of financing the current refunding

of all the remaining outstanding General Obligation Bonds, Series of 2018 and the costs of issuance of the Bonds (collectively, the "Project"). (**Attachment A5**)

- G. Administration recommends approval to renew the district's agreement with **Aramark** to manage the District Food Service Program for the 2023-2024 fiscal year. This renewal is the fourth of four one-year renewals to the Food Service Management Agreement of 2019-2020. The renewal is consistent with the terms of the district's original RFP as approved by the Pennsylvania Department of Education. Aramark will continue to provide management services and will fill positions upon attrition of Spring-Ford Food Service Employees.
- H. Administration recommends approval of a **Confidential Settlement Agreement 2023-04** with the parents of a student in special education and the authorization of an educational fund in the amount of \$34,000.00. Funding will be paid from the Special Education Budget.

VIII. PROPERTY

- A. Administration recommends approval of renewing a 3-year contract with two 1-year renewal options for district wide cleaning services and custodial staffing with Interstate Maintenance Corporation. Year 1, starting July 1st 2023 will have a flat rate of \$25.00 per hour for all cleaning and staffing services. There will be a 1% increase for each year thereafter. Funding will come from the 2023-2024 General Maintenance Budget.
- B. Administration recommends acceptance of the 5/6 grade Home and School purchase of library furniture in the amount of \$7,000.00.

IX. PROGRAMMING AND CURRICULUM

- A. Administration recommends the approval of Spring-Ford Learning year three course build plan in Canvas. The total cost shall not exceed \$160,000.00 and will be funded from ESSER Grant Funds as previously allocated.
- B. Administration recommends approval of the Memorandum of Agreement between the Spring-Ford Area School District and the Spring-Ford Education Association for the purpose of establishing the compensation plan and expectations for Spring-Ford Cyber Learning staff during the 2023-2024 school year.
- C. Administration recommends the approval of Thom Stecher and Associates for Professional Development for school counselors. The cost will not exceed \$500.00 and will be paid for by ESSER 7% Set Aside.
- D. The Administration recommends approval of the application and participation in the Spring-Ford Area School District's Flexible Instruction Day Program for the 2023-2024 school year, with the option for Administration to extend for an additional two years, consistent with Section 15-1506 of the Public School Code of 1949. In approving this program the Administration is so authorized to take any and all necessary steps to effectuate implementation of the program. (**Attachment A6**)
- E. Administration recommends the renewal of aimswebPlus. This is a reading and math assessment system that is used for screening purposes and for progress monitoring. The cost is not to exceed \$23,500.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- F. Administration recommends the renewal of Discovery Education Streaming Plus Package. This resource is purchased through the Montgomery County Intermediate Unit at a discounted consortium price. Discovery Education provides access to K-12 digital content for multiple content areas. The cost is not to exceed \$16,500.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.

- G.** Administration recommends the renewal of EdPuzzle Pro. This is a digital resource that will be used to support instruction in grades 5-12 and cyber course building. The cost is not to exceed \$9,500.00 and will be paid from the 2023-2024 Curriculum Budget.
- H.** Administration recommends the renewal of Learning A-Z. This is a digital reading resource for grades K-4. The cost is not to exceed \$65,000.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- I.** Administration recommends the renewal of Nearpod. This is a one year district digital license which includes access to standards aligned resources and English Learner resources. The cost is not to exceed \$37,500.00 and will be paid from the 2023-2024 Curriculum Budget.
- J.** Administration recommends the renewal of Pebble Go & Pebble Go Next. This is a one year district digital license for online book access for each elementary school. The cost is not to exceed \$12,000.00 and is a budgeted amount that will be paid from the 2023-2024 Curriculum Budget.
- K.** Administration recommends the renewal of Progress Learning (USA Test Prep) for 9th English, 8th Science, Biology, and Algebra. The cost is not to exceed \$2,800.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- L.** Administration recommends the renewal of Chinese I, II, & III through Proximity Learning. This is a live teaching resource for Chinese. The cost is not to exceed \$29,000.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- M.** Administration recommends the renewal of Seesaw. This is a digital resource that will be used to support instruction in grades K-2. The cost is not to exceed \$9,700.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- N.** Administration recommends the renewal of the Smart Futures On-line Program to manage Act 339 evidence for all students K-12. The cost is not to exceed \$11,500.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- O.** Administration recommends the renewal of ST Math by Mind Research. This is a digital resource that will be used to support math instruction in grades K-4. The cost is not to exceed \$23,000.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- P.** Administration recommends the renewal of Virtual High School (VHS) through the Montgomery County Intermediate Unit. This includes 40 student seats (20 in the fall semester and 20 in the spring semester). The contract is not to exceed \$6,500.00 and is a budgeted item that will be paid from the 2023-2024 Curriculum Budget.
- Q.** Administration recommends the purchase of technology equipment as part of the Summer Refresh 2023-2024 and 12-year plan. Total cost will not exceed \$600,000.00 and will be paid out of Technology Reserve and repaid out of the Technology Operating Budget over the life of the devices.
- R.** Administration recommends the renewal of RWAN services from the MCIU. Total cost will not exceed \$40,000.00 and will be paid out of the Technology Operating Budget.
- S.** Administration recommends the renewal of E-Rate consulting services from the MCIU. Total cost will not exceed \$7,000.00 and will be paid out of the Technology Operating Budget.
- T.** Administration recommends the purchase of the following ELA resources from the Attainment Company for use at the secondary level: Access ELA, Read & Tell, Teaching to Standards ELA, Adapted Classics, Access English 1, Pre-Employment Transition Solution. The total cost is not to

exceed \$6,000.00 and is a budgeted item that will be paid from the 2023-2024 Special Education Budget.

- U. Administration recommends the purchase of the following Math resources from the Attainment Company for use at the secondary level: Hands on Math, Hands on Math 2, Explore Math, Explore Math 2, Look at Everyday Math, Explore Budgeting. The total cost is not to exceed \$3,000.00 and is a budgeted item that will be paid from the 2023-2024 Special Education Budget.

X. CONFERENCES AND WORKSHOPS

- A. **Courtney L. Mullen**, Junior Accountant to attend “*Frontline Education Time & Attendance Certification Course*” June 20-29, 2023 virtually. The total cost of the conference is \$765.00 (registration). Substitute coverage is not needed.
- B. **Shawn Ryan**, Supervisor of Operations/Facilities to attend “*MCIU 2nd Annual Facilities Directors Conference*” in Lehigh Valley, PA May 17-18, 2023. The total cost of the conference is \$360.00 (registration, transportation). Substitute coverage is not needed.

XI. OTHER BUSINESS

- A. Administration recommends approval of a Memorandum of Understanding between the Spring-Ford Area School District and East Vincent Police Department, Limerick Police Department, Royersford Police Department, Spring City Police Department, and Upper Providence Police Department. This two-year agreement is required pursuant to the Safe School Act and all parties acknowledge their respective duties and hereby agree to the support and cooperate with one another in carrying out their joint and several responsibilities there-under.
- B. The following policies are submitted for **Approval**:
 1. **Policy #004** - Membership (**Attachment A7**)
 2. **Policy #005** - Organization (**Attachment A8**)
 3. **Policy #005.1** - Board Committee Agenda and Minutes (**Attachment A9**)
 4. **Policy #209.1** - Food Allergy Management (**Attachment A10**)
 5. **Policy #222** - Tobacco and Vaping Products (**Attachment A11**)
 6. **Policy #227** - Controlled Substances/Paraphernalia (**Attachment A12**)
 7. **Policy #803** - School Calendar (**Attachment A13**)
 8. **Policy #904** - Public Attendance at School Events (**Attachment A14**)
- C. The following policies are submitted for **First Read**:
 1. **Policy #111** - Lesson Plans (**Attachment A15**)
 2. **Policy #113.1** - Discipline of Students with Disabilities (**Attachment A16**)
 3. **Policy #113.2** - Behavior Support (**Attachment A17**)
 4. **Policy #113.4** - Confidentiality of Special Education Student Information (**Attachment A18**)
 5. **Policy #137** - Home Education Programs (**Attachment A19**)
 6. **Policy #137.1** - Extracurricular Participation by Home Education Students (**Attachment A20**)
 7. **Policy #137.2** - Participation in Cocurricular Activities and Academic Courses by Home Education Students (**Attachment A21**)
 8. **Policy #137.3** - Participation in Career and Technical Education Programs by Home Education Students (**Attachment A22**)

9. **Policy #201** - Admission of Students (**Attachment A23**)

10. **Policy #815.2** - District Social Media (**Attachment A24**)

XII. BOARD COMMENT

XIII. PUBLIC TO BE HEARD

XIV. ADJOURNMENT

On March 20, 2023, The Spring-Ford Area School District Work Session was called to order at 7:30 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

- Region I: Karen Weingarten and Dr. Margaret D. Wright
- Region II: Clinton L. Jackson, David R. Shafer, and Colleen Zasowski
- Region III: Abby Deardorff and Erica Herman
- Presiding Officer: Erica Hermans
- Superintendent: Robert W. Rizzo
- Assistant Superintendents: Dr. Kelly M. Murray and Dr. Tina L. Giambattista
- Chief Financial Officer: Jim Fink
- Solicitor: Mark Fitzgerald, Esq.
- Student Reps.: Aditi Mangal and Arhan Kaul
- Virtual: Wendy Earle and Dr. Jennifer Motzer

CALL TO ORDER

Mrs. Hermans called the meeting to order at 7:30 p.m.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

The Board will have an Executive Session prior to this meeting at 6:30 p.m. to discuss legal items. Mrs. Bickert noted that Mrs. Deardorff, Mr. Hermans, Mr. Jackson, Mr. Shafer, Mrs. Weingarten, Dr. Wright, and Mrs. Zasowski are in person. Mrs. Earle and Dr. Motzer are attending on Zoom.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

Jessica Roark, Spring City - Advocate for Spring City Elementary
Steve Frye, Royersford - Policies up for review

II. PRESENTATION

The presentation highlights the planning process and it provides 4 options. The advantages and disadvantages were reviewed. Costs were reviewed for each option. Administration's recommendation is to move forward with option 3, to renovate the existing building which Mr. Rizzo said this would be the first step. Mr. Jackson said there have been several discussions and this is the first of 3 steps. Dr. Wright asked that it has nothing to do with the other projects such as the 8th grade center. Mr. Rizzo stated this doesn't impact any other projects. There was Board discussion on the impact of this project and other building projects, Mr. Rizzo said this option keeps more options open for other buildings.

A. Mr. Robert Rizzo, Superintendent and **Mr. Robert Hunter**, Director of Facilities and Operations, to present Spring City Presentation with Other Site Impacts

III. ACTION ITEM

Motion by Mrs. Deardorff to approve Action item A, seconded by Mrs. Weingarten.

Dr. Wright discussed the refresh plan and this purchase will actually give a \$150,000 savings if approved tonight. There was discussion about the technology refresh plan and how this pricing came about. Motion carries 9-0.

- A. Administration recommends the purchase of 2,250 Chromebooks for the 2023-2024 school year as part of the Summer Refresh. The purchase from **SHI** will not exceed \$1,200,000.00 and will be paid from Technology Reserve and repaid from the Technology Operating Budget.

IV. BOARD AND COMMITTEE REPORTS

Student Rep. Report

Aditi Mangal/Arhan Kaul

Senior Representative Mangal recapped some past events around the district. Junior Kaul noted upcoming events. Some reminders were noted such as Prom Boutique and Ticket Spicket for Athletic events.

Extracurricular Activities

David Shafer

1st Tue. 6:30 p.m.

Mr. Shafer noted that RCTV had a presentation and a few business items were discussed such as unified track which will be on the agenda next month.

Policy

Wendy Earle

2nd Mon. 6:30 p.m

Mrs. Earle noted that several policies are on for first read after solicitor review. All policies that are approved are on the website, Mr. Rizzo noted that policies on the agenda for first read and board approval are attached to the Work Session and Agenda for public review. He also stated that administration regulations are attached on the website and appear as an attachment in the policy once the policy is reviewed. Administration regulations do not need Board approval.

Curriculum/Technology

Dr. Margaret Wright

2nd Mon. 7:30 p.m.

Dr. Wright reported the meeting included the text book review cycle and teachers will be receiving training in May as part of the discussion.

Finance

Clinton L. Jackson

2nd Tue. 6:30 p.m.

Mr. Jackson reported the committee reviewed the financial reports and other items on the agenda for approval.

Property

Clinton L. Jackson

2nd Tue. 7:30 p.m.

Mr. Jackson reported an update on the Gesa project, equipment delivery and the lead and water testing as a few items discussed. The PCCD grant was also discussed and appears on the agenda under property.

Asst. Superintendent's Report **Dr. Kelly Murray/Dr. Tina Giambattista**

Dr. Murray noted some of the upcoming events such as "Rock Your Socks". She also reported on the water testing that will be taking place and announced that Kindergarten registration is open for the Class of 2036.

Dr. Giambattista reported that 11th Grader Bobby Palladino placed 1st in Drum Solo, the Boys Bowling placed 6th and this Thursday the Special Education Parent Advisory Committee will meet.

Solicitor's Report

Mark Fitzgerald

No Report

V. MINUTES

Minutes A-B, no questions or comments.

- A. Administration recommends approval of the February 21, 2023 Work Session minutes. **(Attachment A1)**
- B. Administration recommends approval of the February 27, 2023 Board Meeting minutes. **(Attachment A2)**

VI. PERSONNEL

The Board discussed Personnel item R in great length asking about this position being approved now vs. during the finance committee when all new positions for the coming year are discussed. Mrs. Zasowski has asked that this remain on for approval but would like it documented that this was fulfilled during the new positions discussion during the finance committee discussion when new positions are requested.

Personnel U was noted by Mr. Shafer that this position wouldn't start until next school year.

A. Resignations

1. **Matthew J. Cappelletti**; Online Tutoring. Effective: March 14, 2023.
2. **Rebekah J. Smith**; Special Education Teacher, Senior High. Effective: June 9, 2023.
3. **Jeanette M. Walker**; Online Tutoring. Effective: March 14, 2023.
4. **Nicole M. Zucal**; Summer R.A.M.S. Teacher. Effective: March 8, 2023.

B. Professional Employee

1. **Melissa C. Baitinger**; Elementary Teacher, 5/6th Grade Center, replacing Elizabeth C. Hunsicker, who had a change of assignment. Compensation has been set at M+30, Step 1, \$58,315.00, prorated with benefits per the Professional Agreement. Effective: March 20, 2023.
2. **Ashley K. Nastasi**; School Psychologist, 5/6th Grade Center, replacing Melanie J. Sisemore Adamo, who had a change of assignment. Compensation has been set at M+30, Step 10, \$82,166.00, prorated with benefits per the Professional Agreement. Effective: April 11, 2023.

C. Support Staff

1. **Raven R. Carey**; Custodian, Senior High School, replacing Jamie S. Schaffer, who resigned. Compensation has been set at \$17.22/hour plus benefits per the Custodial Benefit Summary. Effective: March 22, 2023.
2. **William G. Tims**; School Police Office, 8th Grade Center and 9th Grade Center, replacing Mark A. Wickersham who resigned. Compensation has been set at \$29.00/hour with benefits. Effective: August 22, 2023.

- D. Administration recommends approval of the following professional staff member(s) for before and after school tutoring for the 2022-2023 school year to be paid from ARP ESSER/7% Set Aside:

1. **Tara L. Chester**
2. **Rachel A. DeBias**
3. **Christina M. Stadlin-Zuniga**

- E. Administration recommends the approval of **Karen L. Henry**, Coordinator of Transportation, District Office, replacing Lora L. Sanderson who resigned for the purpose of retirement. Compensation has been set at \$105,000.00 prorated, with benefits per the Act 93 Agreement. Effective: May 8, 2023.

- F. Administration recommends approval of the following Professional Staff, **Gary W. Rhodenbaugh Jr.**, as Coordinator for the 2023 Extended School Year Program (ESY). The program will be held

at Evans Elementary School. Compensation has been set at a stipend of \$9,000 plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- G.** Administration recommends approval of the following Professional Staff as Special Education Teachers for the 2023 Extended School Year Program (ESY). The program will be held at the Evans Elementary School, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- | | |
|-----------------------------------|---------------------------------|
| 1. Ashley L. Brod | 14. Deborah E. Malack |
| 2. Kathryn A. Calvert | 15. Barbara J. McGuigan |
| 3. Mackenzie L. Carroll | 16. Kelsey E. Mitton |
| 4. Hannah Z. Coath | 17. Amanda M. Myers |
| 5. April Collins | 18. Ilyse J. Perloff |
| 6. Hope K. Davis | 19. Alexa M. Rawa |
| 7. Danielle A. DeFrancesco | 20. Shana L. Savard |
| 8. Haley M. Didget | 21. Rachael L. Saxon |
| 9. Wayne F. Downs | 22. Megan E. Smith |
| 10. Jennifer L. Elliott | 23. Mollie M. Smith-Wood |
| 11. Brenda A. Haydt | 24. Molly A. Storti |
| 12. Amy R. Heiman | 25. Amanda M. Weckerly |
| 13. Lindsay N. Hillegas | 26. Taylor N. Wilson |

- H.** Administration recommends approval of the following Professional Staff as Special Education Teacher Tutors for the 2023 Extended School Year Program (ESY) for a maximum of 30 hours. The position runs June 26, 2023 through August 18, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- | | |
|------------------------------|-------------------------------|
| 1. Ashley L. Brod | 5. Brenda A. Haydt |
| 2. Kathryn A. Calvert | 6. Jessica A. Mecleary |
| 3. Kathryn L. Ellor | 7. Allison L. Workman |
| 4. Maura F. Groff | |

- I.** Administration recommends approval of the following Professional Staff as Special Education Teacher/Wilson Tutors for the 2023 Extended School Year Program (ESY) for a maximum of 30 hours. The position runs June 26, 2023 through August 18, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Megan N. Yakupcin**

- J.** Administration recommends approval of the following Professional Staff as Substitute Certified School Nurses for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Jennifer A. Kurian**

- K.** Administration recommends approval of the following Professional Staff as Certified School Nurses for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3,

2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Erin J. Lewandoski**
2. **Melissa L. Wasko**

- L.** Administration recommends approval of the following Professional Staff as Full Time Equivalent Speech Therapists for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Alainna D. Rehrer**
2. **Johannah M. Timbario**

- M.** Administration recommends approval of the following Professional Staff as a **Counselor** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Kara C. McQuaid**

- N.** Administration recommends approval of the following Support Staff as **Instructional Assistants** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:45 AM to 1:15 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023.. Compensation for new employees will be set at \$16.36/hour non-degree rate or \$17.36/hour degree rate. Current hourly employees will be paid at their current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- | | |
|------------------------------------|----------------------------------|
| 1. Mary Abraham | 21. Rachel M. Gertenitch |
| 2. Nora K. Albertson | 22. Kyra L. Heiler |
| 3. Kelly R. Barber | 23. Janine M. Justice |
| 4. Nancy T. Birtch | 24. Naomi L. Keen |
| 5. Jennifer Bonetz | 25. Colleen Kriebel |
| 6. Lauren M. Boylan | 26. Kathleen M. Kwiej |
| 7. Alisha M. Brueninger | 27. Jeanna M. Laire |
| 8. Ronda I. Brisbois | 28. Jennifer M. LeBlanc |
| 9. Kimberly A. Brown | 29. Colleen A. Lewis |
| 10. Cassandra L. Castrianni | 30. Jordyn Mayes |
| 11. Mark F. Cecconi | 31. Patricia A. McCormick |
| 12. Dylan B. Clark | 32. Laura B. McQuaid |
| 13. Angie L. Cressman | 33. Sherri K. Molishus |
| 14. Olivia P. Delmoro | 34. Emily M. Moore |
| 15. Debra A. DeMitis | 35. Joseph M. Morgan |
| 16. Carol L. DiFrancesco | 36. Patrice M. Mullen |
| 17. Shannon L. Dusko | 37. Brianna C. Noris |
| 18. Elizabeth M. Emmitt | 38. Teanna L. Sibilly |
| 19. Angeline T. Fusco | 39. Natalie A. Stark |
| 20. Joan C. Gerretz | 40. Alyssa D. Touey |

41. **Wendy H. Trump**
42. **Emily A. Walker**

43. **Patricia A. Young**

- O. Administration recommends approval of the following Professional Staff as **Special Education Teacher Substitutes** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Kathryn L. Ellor**
2. **Maura F. Groff**
3. **Rachel E. Gwinn**

4. **Susan Ibach**
5. **Megan N. Yakupcin**

- P. Administration recommends approval of the following Professional Staff as **Behavior Specialist Substitutes** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Elise-Marie A. Lannutti**

- Q. Administration recommends approval of the following Support Staff as **Instructional Assistant Substitutes** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:45 AM to 1:15 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation will be set at the employees' current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Cindy L. Butler**
2. **Shannon E. Dauphin**
3. **Carrie A. Duarte**
4. **Hope R. Embree**
5. **Laura Gilmore**

6. **Tari Lawson**
7. **Linda M. Oltman**
8. **Jayne W. Oyler**
9. **Alicia M. Spatzer**

- R. Administration recommends approval of the Transition Coordinator position and the attached Transition Coordinator job description. **(Attachment A3)**
- S. Administration recommends approval of the attached extra-curricular contracts for the 2022-2023 school year. **(Attachment A4)**
- T. Administration recommends approval of the Memo of Understanding between the Spring-Ford Area School District and the Spring-Ford Education Association for the purpose of adding a Chamber Strings - Grade 7 Extracurricular position.
- U. Administration recommends approval of the Memo of Understanding between the Spring-Ford Area School District and the Spring-Ford Education Association for the purpose of adding a VEX Club Coordinator and VEX Club Assistant Coordinator Extracurricular positions.

VII. FINANCE

Mrs. Hermans noted that Finance item H will have the amount updated for the Board agenda to \$153,500.00.

Mr. Shafer asked about Finance item E and can the District vote no. Mr. Fitzgerald the solicitor said he would need to review the articles but this is just the operational portion of the IU expenses, the rest is ala cart. Dr. Wright said that the expenses went up.

A. Administration recommends approval for next month's payroll, taxes, all benefits, transportation contracts, IU contracts, Vo-Tech payments, debt service payments, utility bills, maintenance agreements, copier leases, equipment maintenance, Federal grants, insurance, and discounted invoices.

B. Payments:

1. <u>General Fund Checks</u>		
Check No. 216192 - 216338	\$	491,569.13
2. <u>Food Service Check</u>		
Check No. 2525	\$	20.75
3. <u>Capital Reserve Checks</u>		
Check No. 2111 - 2112	\$	131,256.00
4. <u>General Fund, Food Service, Capital Reserve & Projects ACHs</u>		
ACH No. 222301626 - 222301918	\$	4,755,603.76
5. <u>Wires</u>		
Wire No. 202200167 - 202200187	\$	6,263,911.68
6. <u>Procurement Payments</u>		
Transaction No. 220000162 - 220000179	\$	9,782.31

C. The following monthly Board reports are submitted for your approval:

1. Skyward Reports
 - Check Report (All funds)
 - ACH Report (All funds)
 - Wires Report (All funds)
 - Procurement Report (All funds)

D. Administration recommends approval of the following **independent contracts**.

1. **Forgotten Friend, Inc.** to provide "*Reptile Explorers*" for students at Royersford Elementary with a cost not to exceed \$950.00. Funding will be paid from the Royersford Elementary Budget.
2. **GrowNow Therapy Services Inc.** at Media, PA to provide "*Executive Function Training*" to all teachers and assistants at Royersford Elementary School with a cost not to exceed \$500.00. Funding will be paid from the Royersford Elementary Budget.
3. **Chester County Intermediate Unit (CCIU)** to provide School Year Services for a student who receives special education services per their IEP. The total cost of the contract is not to exceed \$65,020.91. The contract will be funded from the Special Education Budget.
4. **Fairwold Academy** to provide related services for one (1) student who receives special education services as per their IEP. The total cost is not to exceed \$15,460.00. The funding will be paid from the Special Education Budget.

- E. Administration recommends approval of the **2023-2024 Montgomery County Intermediate Unit's Member Services Budget** in the amount of \$1,561,980.00. This amount represents a 2.86% increase from the 2022-2023 MCIU Member Services Budget overall amount. Spring-Ford's share, based upon enrollment, for 2022-2023 \$120,376.00 which is a \$3,023.00 increase from last year's amount.
- F. Administration recommends the approval for educational services for students who receive special educational services from **Lakeside Educational Network** for the Extended School Year 2022 program. The total cost shall not exceed \$9,762.00. The contract will be paid from the Special Education Budget.
- G. Administration recommends approval of a **confidential settlement agreement 2023-02** with the parent of a special education student in an amount not to exceed \$165,560.44. Funding will be paid from the Special Education Budget.
- H. Administration recommends approval of a **confidential settlement agreement 2023-03** with the parent of a special education student in an amount not to exceed \$152,000.00. Funding will be paid from the Special Education Budget.

VIII. PROPERTY

Mrs. Zasowski asked about Property item B and there was some discussion about items to be auctioned off to off-set the cost.

- A. Administration recommends approval to expend funds from the School Mental Health & Safety & Security Grant (PCCD). Part 1 scope of work replaces classroom doors with large glass openings at the 8th Grade Center, Limerick Elementary, and Royersford Elementary. Part 2 scope of work includes installing Nightlock door security devices on 917 classroom doors district wide. Part 3 is to purchase 10 handheld radios with batteries. The total amount shall not exceed \$220,000.00.
- B. Administration recommends approval for the purchase of teacher desks and chairs for the 8th & 9th Grade Centers. Lunchroom tables for Brooke Elementary, Oaks Elementary and Royersford Elementary. All furniture will be purchased using bid protected vendors. Funding will come from the Capital Reserve and is not to exceed \$282,000.00.
- C. Administration acknowledges the acceptance of the donation in the amount of \$9,000.00 from the Brooke Elementary Home and School Association to purchase a Gaga Ball Pit for the playground.
- D. Administration recommends approval of a professional service agreement with ICS consulting to be the program managers for the proposed renovation/addition to Spring City Elementary. This approval would be specific to phase 1, schematic design only. The not to exceed cost for phase 1 of the project is \$341,000.00 and will be paid out of the Capital Reserve. This agreement is subject to review by the solicitor's office.

IX. PROGRAMMING AND CURRICULUM

Mrs. Hermans thanked Dr. Murray, Mrs. Gardy and team for all the work put into Programming and Curriculum item I. The cost is an all in cost including consumables for 7 years and professional development. This will replace Journeys and there are a lot of indirect benefits with this new program.

- A. Administration recommends the approval of *Get Ready 9-12* (2021, Vista Higher Learning) to be used in Grades 9-12 English Language Development courses. This purchase includes 30 student materials for *Get Ready 9-12* and 2 teacher kits for each level. The cost is not to exceed \$5,200.00 and will be paid from Title III funds.
- B. Administration recommends the approval of VEX V5 Principles of Engineering Custom Upgrade Kit to be used in Project Lead the Way Principles of Engineering. This purchase includes 12 VEX

VE Principles of Engineering kits. The cost is not to exceed \$16,000.00 and is a budgeted item that will be paid from Curriculum Reserve.

- C. Administration recommends the approval of durables and consumables for Principles of Engineering to be used in Project Lead the Way Principles of Engineering. This purchase includes items for implementing the updated curriculum. The cost is not to exceed \$2,500.00 and is a budgeted item that will be paid from Curriculum Reserve.
- D. Administration recommends the approval of pi-top-complete electronics and sensor motion superkit with case to be used in Project Lead the Way Digital Electronics. This purchase includes 5 kits The cost is not to exceed \$3,000.00 and is a budgeted item that will be paid from Curriculum Reserve.
- E. Administration recommends the approval of *Sociology: A Brief Introduction 14th edition* (2023, McGraw Hill) to be used in Psychology and Sociology. This purchase includes 175 print and digital student text bundles (6 years), 50 student digital licenses (6 years), 5 print and digital teacher editions (6 years), and professional development. The cost is not to exceed \$42,000.00 and is a budgeted item that will be paid from Curriculum Reserve.
- F. Administration recommends the approval of *StudySync* (2021, McGraw-Hill) to be used in grade 6 English Language Arts. This purchase includes 675 digital student licenses, 675 student workbooks, and 30 teacher editions (6 years). The cost is not to exceed \$115,000.00 and is a budgeted item that will be paid from Curriculum Reserve.
- G. Administration recommends the approval of *Hoot (Hiaasen, Carl)* to be used as part of the Grade 6 English Language Arts curriculum. This purchase includes 675 texts from Barnes and Noble. The cost is not to exceed \$8,100.00 and is a budgeted item that will be paid from Curriculum Reserve.
- H. Administration recommends the approval of *Walk Two Moons (Creech, Sharon)* to be used as part of the Grade 6 English Language Arts curriculum. This purchase includes 675 texts from Barnes and Noble. The cost is not to exceed \$8,500.00 and is a budgeted item that will be paid from Curriculum Reserve.
- I. Administration recommends the approval of Amplify Core Knowledge Language Arts (2022, Amplify Education, Inc.) to be used in grades Kindergarten through grade 5 in English Language Arts. This purchase includes digital materials and print materials for students and teachers (7 years) and professional development for teachers and administrators (1 year). The cost is not to exceed \$1,430,000.00 and is a budgeted item that will be paid from Curriculum Reserve.

X. CONFERENCES AND WORKSHOPS

Conferences and Workshops A-D, no questions or comments.

- A. **Joseph Mayo**, Information Systems Administrator, **Tracy L. Bogucki**, Administrative Assistant, **Courtney L. Mullen**, Junior Accountant, **Mary R. Newett**, Senior Accountant, **Jose Mojica**, Administrative Assistant, and **Bernadette Crenshaw**, Staff Accountant to attend “Keystone State Skyward User Group Conference 2023” April 19-20, 2023 in Harrisburg, PA. The total cost of the conference is \$2,660.00 (registration, transportation, meals, hotel). Substitute coverage is not needed.
- B. **Allison Ramil**, Math Teacher, to attend “AP Calculus BC” June 26-30, 2023 virtually with Augsburg University APSI . The total cost of the conference is \$735.00 (registration). Substitute coverage is not needed.

- C. **Emily McGranahan**, Music Teacher, to attend “*NAfME Eastern Division Conference*” in Rochester, NY April 13-16, 2023. The total cost of the conference is \$1,695.00 (registration, hotel, meals). Substitute coverage is required for 2 days. This motion is replacing a previously approved motion for Seth Jones, who will no longer be attending.
- D. School Board Members **Erica Hermans** and **Gabrielle Deardorff**, to attend “*MCIU Legislative Breakfast*”, in King of Prussia, PA April 28, 2023. The total cost of the conference is \$50.00 (registration).

XI. OTHER BUSINESS

Other Business A-D, Dr. Wright said that she currently holds the seat on the Montgomery County Intermediate Unit Board. There was Board discussion on what that would look like if Dr. Wright filled this position since she is a member up for re-election.

A. The following policies are submitted for **First Read**:

1. **Policy #004 - Membership (Attachment A5)**
2. **Policy #005 - Organization (Attachment A6)**
3. **Policy #005.1 - Board Committee Agenda and Minutes (A7)**
4. **Policy #209.1 - Food Allergy Management (Attachment A8)**
5. **Policy #222 - Tobacco and Vaping Products (Attachment A9)**
6. **Policy #227 - Controlled Substances/Paraphernalia (Attachment A10)**
7. **Policy #803 - School Calendar (Attachment A11)**
8. **Policy #904 - Public Attendance at School Events (Attachment A12)**

B. The following policies are submitted for **Approval**:

1. **Policy #006 - Meetings (Attachment A13)**
2. **Policy #006.1 - Attendance at Meetings via Electronic Communication (Attachment A14)**
3. **Policy #246 - School Wellness (Attachment A15)**

C. Administration recommends the following **high school spring sport teams** for overnight travel during the 2022-2023 school year. There will be no cost to the district for lodging and meals as this will be paid from the respective team’s Booster Club Account.

- High School Boys Lacrosse: Crystal Springs, New Jersey Depart on March 23, 2023 – Return on March 26, 2023. Meals and lodging provided by the Boys Lacrosse Booster Club Account. The team will use district transportation. Substitutes coverage is needed for 2 staff members for 2 days each.
- High School Girls Lacrosse: Ocean City, New Jersey Depart on May 5, 2023 – Return on May 7, 2023. Meals and lodging provided by the Girls Lacrosse Booster Club Account. The team will use district transportation. Substitute coverage is needed for 3 staff members for 1 day each.

D. Board approval is needed of _____ for a seat on the **Montgomery County Intermediate Unit Board of Directors** for the term beginning on July 1, 2023 and ending on June 30, 2026.

XII. BOARD COMMENT

Mrs. Zasowski noted that Board members not at committee meetings isn’t because they don’t want to be there.

(Attachment A1)

Mr. Jackson, asked to consider moving the committee meetings to the High School Cafeteria or the Conference room. There was Board discussion on the structure and that during public comment, those speaking at committee meetings will have 3 minutes and need to state their name and township of residence.

XIII. PUBLIC TO BE HEARD

None

XIV. ADJOURNMENT

The Board unanimously adjourned the meeting at 9:45 p.m. with a motion from Mrs. Weingarten and a second by Mrs. Deardorff.

Respectfully submitted,

Laurie J. Bickert
Board Secretary

On March 27, 2023, The Spring-Ford Area School District Board Meeting was called to order at 7:35 p.m. in the cafeteria of the Spring-Ford High School with the following in attendance:

Region I: Karen Weingarten
Region II: Clinton L. Jackson and Colleen Zasowski
Region III: Abby Deardorff, Erica Herman, and Dr. Jennifer Motzer
Presiding Officer: Erica Hermans
Superintendent: Robert W. Rizzo
Assistant Superintendents: Dr. Kelly M. Murray and Dr. Tina L. Giambattista
Chief Financial Officer: Jim Fink
Solicitor: Mark Fitzgerald, Esq.
Student Reps.: Aditi Mangal and Arhan Kaul
Virtual: Wendy Earle, David R. Shafer and Dr. Margaret D. Wright-joined at 7:44 p.m.

CALL TO ORDER

Mrs. Hermans called the meeting to order at 7:35 p.m.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS

Mrs. Bickert noted that Mrs. Deardorff, Mrs. Hermans, Mr. Jackson, Dr. Motzer, Mrs. Weingarten and Mrs. Zasowski are present. Mrs. Earle and Mr. Shafer are attending via Zoom, and Dr. Wright is absent.

Mrs. Hermans announced that there was an Executive Session prior to the meeting at 6:30 p.m. to discuss Personnel items.

I. PUBLIC TO BE HEARD ON AGENDA ITEMS ONLY

Jessica Roark, Spring City - Spring City renovation project

John Yonchuk, Spring City - Spring City renovation project

II. PRESENTATIONS

Mr. Miscavage recognized the fall athletes and teams and their accomplishments in the fall season. Some of those included the Wrestling Team and Boys Basketball aPAC Championship and Individual PAC Champions in swimming for Boys and Girls.

Mr. Livengood, Administrative Director was present with Donna Wilson, Business Manager, and Mr. Holtzman, Principal. Mr. Livengood reviewed the Mission and Vision statements along with the 3 goals in the Comprehensive Plan. He stated that the Western Center provides a 4-year program. Students that don't apply in 8th grade have a difficult time attending later due to the classes being full. Some of the programs they offer include carpentry, cosmetology, computer information systems and HVAC. 360 applications have been received for the 23-24 school year. Meaningful certifications are earned by the students during their time in attendance by graduation which saves the students sometimes thousands of dollars. Mr. Livengood highlighted some of the money sources outside the budget. Budget highlights

included the additional cost for hosting the Skills USA competition, an increase in equipment, \$40,000 increase in food service to name a few. Mrs. Zasowski asked about the Comprehensive plan goal to increase enrollment, Mr. Livengood said that that plan doesn't address that and that the Superintendents and business managers need to come up with the plan. This budget does not address increasing enrollment. The building maintenance budget is for when items break because now they take from other budgets. It was also noted that to remove a program, that program would need to have 15 students or less for 3 consecutive years. A copy of the presentation is on the district website.

A. Mr. Daniel Miscavage, Athletic Director, to commend the following fall athletes and teams:

1. **Boys Basketball Team** PAC Championship
2. **Wrestling Team** PAC Championship
3. **Cole Smith** 114 Pound Individual Champion
4. **Ashley Guthall** 50 Free PAC Champion
5. **Maris Sadowski** 100 Back PAC Champion
6. **Patrick Baganski** 50 Free PAC Champion
7. **Blaise Sadowski** 200 IM & 100 Breast Champion Relays
8. Girls Swim 200 Medley Relay Team, 200 Free Relay Team, 400 Free Relay Team
 - a. **Maris Sadowski, Sydney Koehler, Abby Koehler, Ashley Gutshall**
9. Boys 200 Medley Relay Team
 - a. **Patrick Baganski, Blaise Sadowski, Dylan Dayrit, Nate Reagan.**
10. Boys 200 Free Relay Team
 - a. **Baganski, Dayrit, Reagan, and Kyle Kruppa**

B. Mr. David Livengood, Western Montgomery Career and Technology Center Administrative

III. BOARD AND COMMITTEE REPORTS

Personnel Committee

Colleen Zasowski

As Needed

Mrs. Zasowski announced that the Personnel Committee has met a few times with support staff groups and will continue until they are resolved.

WMCTC

Earle/Weingarten/Zasowski

1st Mon. 7:00 p.m.

Mrs. Zasowski doesn't have anything more to add after the WMCTC presentation.

Legislative Committee

Abby Deardorff

3rd Wed. 7:30 p.m.

Mrs. Deardorff said the legislators have gotten back to work. 3 Special Elections were held. Basic Education Fund, Special Education, Pre-K counts to name a few received an increase in their budgets.

MCIU

Dr. Margaret Wright

4th Wed. 7:00 p.m.

Dr. Wright will have a report at the next meeting

PSBA Liaison

Abby Deardorff

No Report

American Legion

David Shafer

No Report

Superintendent's Report

Robert Rizzo

Mr. Rizzo reported that the 3rd marking period ends this week. SNAP needs volunteers and donations and noted the two retirees on the agenda and wished them well.

Solicitor's Report

Mark Fitzgerald

Mr. Fitzgerald wanted to reiterate, the Property item D is to authorization phase 1 and is subject to final review and language.

IV. MINUTES

Motion by Mrs. Weingarten to approve Minutes A-B, seconded by Mrs. Zasowski.

Motion carries 9-0.

A. The Board approved the February 21, 2023 Work Session minutes. **(Attachment A1)**

B. The Board approved the February 27, 2023 Board Meeting minutes. **(Attachment A2)**

V. PERSONNEL

Motion by Mrs. Weingarten to approve Personnel A-Q, S-W.

Motion carries 9-0.

Motion by Mrs. Deardorff to approve Personnel R, seconded by Mrs. Weingarten.

Mrs. Zasowski wanted it noted that this position will be listed as one of the new positions for the 23-24 that has been filled.

Motion carries 9-0.

A. Resignations

1. **Matthew J. Cappelletti**; Online Tutoring. Effective: March 14, 2023.
2. **Rebekah J. Smith**; Special Education Teacher, Senior High. Effective: June 9, 2023.
3. **Jeanette M. Walker**; Online Tutoring. Effective: March 14, 2023.
4. **Nicole M. Zucal**; Summer R.A.M.S. Teacher. Effective: March 8, 2023.

New Resignations

5. **Carol L. Baldassare**; Instructional Assistant, Senior High, for the purpose of retirement. Effective: June 9, 2023.
6. **Deborah A. Flad**; Family and Consumer Sciences Teacher, Senior High, for the purpose of retirement. Effective: June 9, 2023.
7. **Erin R. Ward**; Instructional Assistant, 5/6th Grade Center. Effective: April 3, 2023.

B. Professional Employee

1. **Melissa C. Baitinger**; Elementary Teacher, 5/6th Grade Center, replacing Elizabeth C. Hunsicker, who had a change of assignment. Compensation has been set at M+30, Step 1, \$58,315.00, prorated with benefits per the Professional Agreement. Effective: March 20, 2023.
2. **Ashley K. Nastasi**; School Psychologist, 5/6th Grade Center, replacing Melanie J. Sisemore Adamo, who had a change of assignment. Compensation has been set at M+30, Step 10, \$82,166.00, prorated with benefits per the Professional Agreement. Effective: April 11, 2023.

C. Support Staff

1. **Raven R. Carey**; Custodian, Senior High School, replacing Jamie S. Schaffer, who resigned. Compensation has been set at \$17.22/hour plus benefits per the Custodial Benefit Summary. Effective: March 22, 2023.
2. **William G. Tims**; School Police Office, 8th Grade Center and 9th Grade Center, replacing Mark A. Wickersham who resigned. Compensation has been set at \$29.00/hour with benefits. Effective: August 22, 2023.

D. Administration recommends approval of the following professional staff member(s) for before and after school tutoring for the 2022-2023 school year to be paid from ARP ESSER/7% Set Aside:

1. **Tara L. Chester**
2. **Rachel A. DeBias**
3. **Christina M. Stadlin-Zuniga**

- E.** The Board approved **Karen L. Henry**, Coordinator of Transportation, District Office, replacing Lora L. Sanderson who resigned for the purpose of retirement. Compensation has been set at \$105,000.00 prorated, with benefits per the Act 93 Agreement. Effective: May 8, 2023.
- F.** The Board approved the following Professional Staff, **Gary W. Rhodenbaugh Jr**, as Coordinator for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary School. Compensation has been set at a stipend of \$9,000 plus benefits (FICA & Retirement). Funding will be from the Special Education funds.
- G.** The Board approved the following Professional Staff as Special Education Teachers for the 2023 Extended School Year Program (ESY). The program will be held at the Evans Elementary School, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

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|-----------------------------------|---------------------------------|
| 1. Kathryn A. Calvert | 14. Barbara J. McGuigan |
| 2. Mackenzie L. Carroll | 15. Kelsey E. Mitton |
| 3. Hannah Z. Coath | 16. Amanda M. Myers |
| 4. April Collins | 17. Ilyse J. Perloff |
| 5. Hope K. Davis | 18. Alexa M. Rawa |
| 6. Danielle A. DeFrancesco | 19. Shana L. Savard |
| 7. Haley M. Didget | 20. Rachael L. Saxon |
| 8. Wayne F. Downs | 21. Megan E. Smith |
| 9. Jennifer L. Elliott | 22. Mollie M. Smith-Wood |
| 10. Brenda A. Haydt | 23. Molly A. Storti |
| 11. Amy R. Heiman | 24. Amanda M. Weckerly |
| 12. Lindsay N. Hillegas | 25. Taylor N. Wilson |
| 13. Deborah E. Malack | |

- H.** The Board approved the following Professional Staff as Special Education Teacher Tutors for the 2023 Extended School Year Program (ESY) for a maximum of 30 hours. The position runs June 26, 2023 through August 18, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

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|------------------------------|-------------------------------|
| 1. Kathryn A. Calvert | 4. Brenda A. Haydt |
| 2. Kathryn L. Ellor | 5. Jessica A. Mecleary |
| 3. Maura F. Groff | 6. Allison L. Workman |

- I.** The Board approved the following Professional Staff as Special Education Teacher/Wilson Tutors for the 2023 Extended School Year Program (ESY) for a maximum of 30 hours. The position runs June 26, 2023 through August 18, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Megan N. Yakupcin**

- J.** The Board approved the following Professional Staff as Substitute Certified School Nurses for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Jennifer A. Kurian**

- K.** The Board approved the following Professional Staff as Certified School Nurses for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Erin J. Lewandoski**
2. **Melissa L. Wasko**

- L.** The Board approved the following Professional Staff as Full Time Equivalent Speech Therapists for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Alainna D. Rehrer**
2. **Johannah M. Timbario**

- M.** The Board approved the following Professional Staff as a **Counselor** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

1. **Kara C. McQuaid**

- N.** The Board approved the following Support Staff as **Instructional Assistants** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:45 AM to 1:15 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023.. Compensation for new employees will be set at \$16.36/hour non-degree rate or \$17.36/hour degree rate. Current hourly employees will be paid at their current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- | | |
|------------------------------------|----------------------------------|
| 1. Mary Abraham | 17. Shannon L. Dusko |
| 2. Nora K. Albertson | 18. Elizabeth M. Emmitt |
| 3. Kelly R. Barber | 19. Angeline T. Fusco |
| 4. Nancy T. Birtch | 20. Joan C. Gerretz |
| 5. Jennifer Bonetz | 21. Rachel M. Gertenitch |
| 6. Lauren M. Boylan | 22. Kyra L. Heiler |
| 7. Alisha M. Brueninger | 23. Janine M. Justice |
| 8. Ronda I. Brisbois | 24. Naomi L. Keen |
| 9. Kimberly A. Brown | 25. Colleen Kriebel |
| 10. Cassandra L. Castrianni | 26. Kathleen M. Kwiej |
| 11. Mark F. Cecconi | 27. Jeanna M. Laire |
| 12. Dylan B. Clark | 28. Jennifer M. LeBlanc |
| 13. Angie L. Cressman | 29. Colleen A. Lewis |
| 14. Olivia P. Delmoro | 30. Jordyn Mayes |
| 15. Debra A. DeMitis | 31. Patricia A. McCormick |
| 16. Carol L. DiFrancesco | 32. Laura B. McQuaid |

- 33. **Sherri K. Molishus**
- 34. **Emily M. Moore**
- 35. **Joseph M. Morgan**
- 36. **Patrice M. Mullen**
- 37. **Brianna C. Noris**
- 38. **Teanna L. Sibilly**

- 39. **Natalie A. Stark**
- 40. **Alyssa D. Touey**
- 41. **Wendy H. Trump**
- 42. **Emily A. Walker**
- 43. **Patricia A. Young**

O. The Board approved the following Professional Staff as **Special Education Teacher Substitutes** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- 1. **Kathryn L. Ellor**
- 2. **Maura F. Groff**
- 3. **Rachel E. Gwinn**
- 4. **Susan Ibach**
- 5. **Megan N. Yakupcin**

P. The Board approved the following Professional Staff as **Behavior Specialist Substitutes** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:30 AM to 1:30 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation has been set at \$40.00/ hour plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- 1. **Elise-Marie A. Lannutti**

Q. The Board approved the following Support Staff as **Instructional Assistant Substitutes** for the 2023 Extended School Year Program (ESY). The program will be held at Evans Elementary, Monday through Thursday, 8:45 AM to 1:15 PM; July 5, 2023 through August 3, 2023, with a set up day from 12:30 PM - 4:00 PM on June 29, 2023. Compensation will be set at the employees' current Instructional Assistant hourly rate plus benefits (FICA & Retirement). Funding will be from the Special Education funds.

- 1. **Cindy L. Butler**
- 2. **Shannon E. Dauphin**
- 3. **Carrie A. Duarte**
- 4. **Hope R. Embree**
- 5. **Laura Gilmore**
- 6. **Tari Lawson**
- 7. **Linda M. Oltman**
- 8. **Jayne W. Oyler**
- 9. **Alicia M. Spatzer**

R. The Board approved the Transition Coordinator position and the attached Transition Coordinator job description. **(Attachment A3)**

S. The Board approved the attached extra-curricular contracts for the 2022-2023 school year. ***Designates new addition since last week (Attachment A4)**

T. The Board approved the Memo of Understanding between the Spring-Ford Area School District and the Spring-Ford Education Association for the purpose of adding a Chamber Strings - Grade 7 Extracurricular position.

U. The Board approved the Memo of Understanding between the Spring-Ford Area School District and the Spring-Ford Education Association for the purpose of adding a VEX Club Advisor and VEX Club Assistant Advisor Extracurricular positions.

(Attachment A2)

D. The Board approved the following **independent contracts**.

1. **Forgotten Friend, Inc.** to provide “*Reptile Explorers*” for students at Royersford Elementary with a cost not to exceed \$950.00. Funding will be paid from the Royersford Elementary Budget.
2. **GrowNow Therapy Services Inc.** at Media, PA to provide “*Executive Function Training*” to all teachers and assistants at Royersford Elementary School with a cost not to exceed \$500.00. Funding will be paid from the Royersford Elementary Budget.
3. **Chester County Intermediate Unit (CCIU)** to provide School Year Services for a student who receives special education services per their IEP. The total cost of the contract is not to exceed \$65,020.91. The contract will be funded from the Special Education Budget.
4. **Fairwold Academy** to provide related services for one (1) student who receives special education services as per their IEP. The total cost is not to exceed \$15,460.00. The funding will be paid from the Special Education Budget.

E. The Board approved the **2023-2024 Montgomery County Intermediate Unit’s Member Services Budget** in the amount of \$1,561,980.00. This amount represents a 2.86% increase from the 2022-2023 MCIU Member Services Budget overall amount. Spring-Ford’s share, based upon enrollment, for 2022-2023 \$120,376.00 which is a \$3,023.00 increase from last year’s amount.

F. The Board approved the educational services for students who receive special educational services from **Lakeside Educational Network** for the Extended School Year 2022 program. The total cost shall not exceed \$9,762.00. The contract will be paid from the Special Education Budget.

G. The Board approved a **confidential settlement agreement 2023-02** with the parent of a special education student in an amount not to exceed \$165,560.44. Funding will be paid from the Special Education Budget.

H. The Board approved a **confidential settlement agreement 2023-03** with the parent of a special education student in an amount not to exceed \$153,500.00. Funding will be paid from the Special Education Budget.

VII. PROPERTY

Motion by Mrs. Weingarten to approve Property A and C, seconded by Dr. Motzer.
Motion carries 9-0.

Motion by Mrs. Deardorff to approve Property B, seconded by Mrs. Weingarten.
Motion carries 9-0.

Motion by Mrs. Weingarten to approve Property D, seconded by Mr. Jackson.
Motion carries 8-1. (Mr. Shafer was the dissenting vote)

- A.** The Board approved to expend funds from the School Mental Health & Safety & Security Grant (PCCD). Part 1 scope of work replaces classroom doors with large glass openings at the 8th Grade Center, Limerick Elementary, and Royersford Elementary. Part 2 scope of work includes installing Nightlock door security devices on 917 classroom doors district wide. Part 3 is to purchase 10 handheld radios with batteries. The total amount shall not exceed \$220,000.00.
- B.** The Board approved the purchase of teacher desks and chairs for the 8th & 9th Grade Centers. Lunchroom tables for Brooke Elementary, Oaks Elementary and Royersford Elementary. All

furniture will be purchased using bid protected vendors. Funding will come from the Capital Reserve and is not to exceed \$282,000.00.

- C. The Board acknowledges the acceptance of the donation in the amount of \$9,000.00 from the Brooke Elementary Home and School Association to purchase a Gaga Ball Pit for the playground.
- D. The Board approved a professional service agreement with ICS consulting to be the program managers for the proposed renovation/addition to Spring City Elementary. This approval would be specific to phase 1, schematic design only. The not to exceed cost for phase 1 of the project is \$341,000.00 and will be paid out of the Capital Reserve. This agreement is subject to review and approval by the solicitor's office.

VIII. PROGRAMMING AND CURRICULUM

Motion by Mrs. Deardorff to approve Programming and Curriculum A-F and I, seconded by Mrs. Weingarten.

Motion carries 9-0.

Motion by Mrs. Deardorff to approve Programming and Curriculum G, seconded by Mrs. Weingarten. Dr. Motzer doesn't have any issue with these titles or purchasing books for classroom, she does have concerns about purchasing one book for all students and there are students that won't receive the enrichment. She would like to see more differentiation.

Motion carries 8-1. (Dr. Motzer was the dissenting vote)

Motion from Mrs. Weingarten to approve Programming and Curriculum H, seconded by Mr. Jackson.

Motion carries 8-1. (Dr. Motzer was the dissenting vote)

- A. The Board approved of *Get Ready 9-12* (2021, Vista Higher Learning) to be used in Grades 9-12 English Language Development courses. This purchase includes 30 student materials for *Get Ready 9-12* and 2 teacher kits for each level. The cost is not to exceed \$5,200.00 and will be paid from Title III funds.
- B. The Board approved of VEX V5 Principles of Engineering Custom Upgrade Kit to be used in Project Lead the Way Principles of Engineering. This purchase includes 12 VEX VE Principles of Engineering kits. The cost is not to exceed \$16,000.00 and is a budgeted item that will be paid from Curriculum Reserve.
- C. The Board approved of durables and consumables for Principles of Engineering to be used in Project Lead the Way Principles of Engineering. This purchase includes items for implementing the updated curriculum. The cost is not to exceed \$2,500.00 and is a budgeted item that will be paid from Curriculum Reserve.
- D. The Board approved of pi-top-complete electronics and sensor motion superkit with case to be used in Project Lead the Way Digital Electronics. This purchase includes 5 kits The cost is not to exceed \$3,000.00 and is a budgeted item that will be paid from Curriculum Reserve.
- E. The Board approved of *Sociology: A Brief Introduction 14th edition* (2023, McGraw Hill) to be used in Psychology and Sociology. This purchase includes 175 print and digital student text bundles (6 years), 50 student digital licenses (6 years), 5 print and digital teacher editions (6 years), and professional development. The cost is not to exceed \$42,000.00 and is a budgeted item that will be paid from Curriculum Reserve.
- F. The Board approved of *StudySync* (2021, McGraw-Hill) to be used in grade 6 English Language Arts. This purchase includes 675 digital student licenses, 675 student workbooks, and 30 teacher editions (6 years). The cost is not to exceed \$115,000.00 and is a budgeted item that will be paid

from Curriculum Reserve.

- G. The Board approved of *Hoot (Hiaasen, Carl)* to be used as part of the Grade 6 English Language Arts curriculum. This purchase includes 675 texts from Barnes and Noble. The cost is not to exceed \$8,100.00 and is a budgeted item that will be paid from Curriculum Reserve.
- H. The Board approved of *Walk Two Moons (Creech, Sharon)* to be used as part of the Grade 6 English Language Arts curriculum. This purchase includes 675 texts from Barnes and Noble. The cost is not to exceed \$8,500.00 and is a budgeted item that will be paid from Curriculum Reserve.
- I. The Board approved of Amplify Core Knowledge Language Arts (2022, Amplify Education, Inc.) to be used in grades Kindergarten through grade 5 in English Language Arts. This purchase includes digital materials and print materials for students and teachers (7 years) and professional development for teachers and administrators (1 year). The cost is not to exceed \$1,430,000.00 and is a budgeted item that will be paid from Curriculum Reserve.

IX. CONFERENCES AND WORKSHOPS

Motion by Mrs. Deardorff to approve Conferences and Workshops A-C, seconded by Dr. Motzer. Motion passes 9-0.

Motion by Mrs. Weingarten to approve Conferences and Workshops D, seconded by Mrs. Zasowski. Motion passes 9-0.

- A. **Joseph Mayo**, Information Systems Administrator, **Tracy L. Bogucki**, Administrative Assistant, **Courtney L. Mullen**, Junior Accountant, **Mary R. Newett**, Senior Accountant, **Jose Mojica**, Administrative Assistant, and **Bernadette Crenshaw**, Staff Accountant to attend “Keystone State Skyward User Group Conference 2023” April 19-20, 2023 in Harrisburg, PA. The total cost of the conference is \$2,660.00 (registration, transportation, meals, hotel). Substitute coverage is not needed.
- B. **Allison Ramil**, Math Teacher, to attend “AP Calculus BC” June 26-30, 2023 virtually with Augsburg University APSI . The total cost of the conference is \$735.00 (registration). Substitute coverage is not needed.
- C. **Emily McGranahan**, Music Teacher, to attend “NAfME Eastern Division Conference” in Rochester, NY April 13-16, 2023. The total cost of the conference is \$1,695.00 (registration, hotel, meals). Substitute coverage is required for 2 days. This motion is replacing a previously approved motion for Seth Jones, who will no longer be attending.
- D. School Board Members **Erica Hermans** and **Gabrielle Deardorff**, to attend “MCIU Legislative Breakfast”, in King of Prussia, PA April 28, 2023. The total cost of the conference is \$50.00 (registration).

X. OTHER BUSINESS

Mrs. Hermans nominated Dr. Wright for Other Business D. No other nominations were heard, nominations closed.

Motion by Mrs. Weingarten to approve Dr. Wright for Other Business D, seconded by Mrs. Zasowski. Motion carries 9-0.

Motion by Mrs. Weingarten to approve Other Business B, C and E, seconded by Mrs. Zasowski. Motion carries 9-0.

- A. The following policies are submitted for **First Read**:

1. **Policy #004 - Membership (Attachment A5)**
2. **Policy #005 - Organization (Attachment A6)**
3. **Policy #005.1 - Board Committee Agenda and Minutes (A7)**
4. **Policy #209.1 - Food Allergy Management (Attachment A8)**
5. **Policy #222 - Tobacco and Vaping Products (Attachment A9)**
6. **Policy #227 - Controlled Substances/Paraphernalia (Attachment A10)**
7. **Policy #803 - School Calendar (Attachment A11)**
8. **Policy #904 - Public Attendance at School Events (Attachment A12)**

B. The following policies are submitted for Approval:

1. **Policy #006 - Meetings (Attachment A13)**
2. **Policy #006.1 - Attendance at Meetings via Electronic Communication (Attachment A14)**
3. **Policy #246 - School Wellness (Attachment A15)**

C. The Board approved the following high school spring sport teams for overnight travel during the 2022-2023 school year. There will be no cost to the district for lodging and meals as this will be paid from the respective team's Booster Club Account.

- High School Boys Lacrosse: Crystal Springs, New Jersey Depart on March 23, 2023 – Return on March 26, 2023. Meals and lodging provided by the Boys Lacrosse Booster Club Account. The team will use district transportation. Substitutes coverage is needed for 2 staff members for 2 days each.
- High School Girls Lacrosse: Ocean City, New Jersey Depart on May 5, 2023 – Return on May 7, 2023. Meals and lodging provided by the Girls Lacrosse Booster Club Account. The team will use district transportation. Substitute coverage is needed for 3 staff members for 1 day each.

D. Board approval is needed of Dr. Margaret D. Wright for a seat on the Montgomery County Intermediate Unit Board of Directors for the term beginning on July 1, 2023 and ending on June 30, 2026.

New Other Business

- E. The Board approved the overnight trip request from Rebecca Barnett, JSA Club Advisor, to accompany up to ten students for the Junior States of America Mid- Atlantic Spring State in Somerset, NJ from April 22- April 23, 2023. Students will travel by district transportation. The cost of the trip is not to exceed \$300 per student and will be paid by each student attending.**

XI. BOARD COMMENT

Mr. Rizzo first welcomed new Transportation Coordinator Karen Henry as she was in attendance this evening.

Mrs. Zasowski stated that the Board has been doing really good work, collectively since January. Each member is one of nine and the power doesn't reside with any one person. She asks why there are meetings taking place and not open to the full Board and only select members. Mrs. Hermans welcomes a conversation offline.

Mrs. Zasowski announced that her office is doing a fundraiser with Legacy Karate and will provide self defense classes and the first 30 people to respond will receive this instruction for free courtesy of the Railroad.

Student Rep Mangal wanted to plug the orchestra jamboree Thursday and Spring-Ford Hosted String Festival.

XII. PUBLIC TO BE HEARD

Dave Laky, Limerick - Spring City renovation

Diana Krish, Roeyerford - Asking questions and not getting any responses

Kathy Morris, Royersford - ELA Curriculum and asked they review

Jim Ondrey, Upper Providence - Tax Appeal Consideration

Steven Wagner, Upper Providence - Comments about the WMCTC presentation and the pressure from Washington on Men to study cosmetology and women diesel.

Mrs. Hermans asked that Mr. Wagner share his concerns with Mr. Livengood.

Mrs. Hermans spoke about public speaking at Committee meetings.

XIII. ADJOURNMENT

The Board unanimously adjourned the meeting at 9:27 p.m. with a motion from Mrs. Weingarten and a second by Mrs. Deardorff.

Respectfully submitted,

Laurie J. Bickert
Board Secretary

	Contract Title	Season	Last	First	Stipend
1	Chamber Strings - 7th Grade	Year	Baisch	Ashley E.	\$2,163.32
2	Softball Coach (Head) (7th Grade)	Spring	Davidson	Deirdre L.	\$2,772.00
3	Co-Ed Fitness Intramural # 2 - Upper Providence	Spring	Hughes	Erin E.	\$402.00
4	Co-Ed Fitness Intramural # 4 - Upper Providence	Spring	Pastino	Gina R.	\$402.00
5	JV "B" Lacrosse Coach-Boys'	Spring	Pickens	Amir J.	\$3,186.00
6	Co-Ed Fitness Intramural # 20 - Grade 5-6	Spring	Rubeo	Joy C.	\$402.00
7	Jazz Ensemble Director - HS -prorated	Spring	Walls	Andrew R.	\$1,669.17
8	HS Instrumental Director (Marching & Concert) - prorated	Year	Walls	Andrew R.	\$662.90



SPRING-FORD AREA SCHOOL DISTRICT

OFFICE OF THE SUPERINTENDENT

857 SOUTH LEWIS ROAD, ROYERSFORD, PA 19468

ADMINISTRATION

Robert W. Rizzo
Superintendent

Dr. Kelly Murray
Dr. Tina Giambattista
Assistant Superintendents

BOARD OF DIRECTORS

Erica Hermans
Board President

Dr. Margaret D. Wright
Board Vice President

Wendy Earle
Region I

Karen Weingarten
Region I

Clinton L. Jackson
Region II

Gabrielle Deardorff
Region III

David R. Shafer
Region II

Dr. Jennifer Motzer
Region III

Colleen Zasowski
Region II

RESOLUTION 2023-01

MONTGOMERY COUNTY AND CHESTER COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF SPRING-FORD AREA SCHOOL DISTRICT, MONTGOMERY COUNTY AND CHESTER COUNTY, PENNSYLVANIA, PROVIDING PROPERTY TAX AND RENT REBATES TO CERTAIN SENIOR CITIZENS, WIDOWS, WIDOWERS, AND DISABLED PERSONS WITH FIXED AND LIMITED INCOMES; ESTABLISHING UNIFORM STANDARDS AND QUALIFICATIONS FOR ELIGIBILITY TO RECEIVE A REBATE; AND PROVIDING PENALTIES FOR FRAUDULENT CLAIMS.

WHEREAS, the Board of School Directors ("Board") of the Spring-Ford Area School District, Montgomery County, Pennsylvania ("School District") considers it to be a matter of sound public policy to make special provisions for property tax and rent rebates to a class of senior citizens, widows, widowers and disabled persons in order to assist in relieving their economic burden; and

WHEREAS, pursuant to this Resolution, the Board is demonstrating a willingness to assist the above individuals.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. Definitions. The following words and phrases, when used in this Resolution, shall have the meanings ascribed to them in this Section 1, except where the context clearly indicates or requires a different meaning.

(a) "Act" means Chapter 13 (Senior Citizens Property Tax and Rent Rebate Assistance) of the Taxpayer Relief Act, Act 1 of Special Session 2006, 53 P.S. §69261301, et seq.

(b) "Claimant" means a person who files a claim for property tax rebate or rent rebate in lieu of property taxes under the Act and, during the 2021 calendar year, (i) was at least sixty-five (65) years of age, or whose spouse (if a member of the household) was at least sixty-five (65) years of age, (ii) was a widow or widower and was at least fifty (50) years of age, or (iii) was a permanently disabled person eighteen (18) years of age or older. For the purposes of this Resolution, the term "widow" or "widower" shall mean the surviving wife or surviving husband, as the case may be, of a deceased individual and who has not remarried, and the term "permanently disabled person" shall mean a person who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to continue indefinitely.

(c) "Claim Form" means the form attached hereto as Exhibit A and the additional information required to be filed with the Assistant to the Superintendent for Business Administration of the School District as set forth on such form.

(d) "Rebate Percentage Factor" shall be the percentage set forth in Exhibit B next to the Claimant's Total Income.

(e) "Total Income" shall mean all income of a Claimant and Claimant's spouse from whatever source derived, including, but not limited to:

- (i) Salaries, wages, bonuses, commissions, income from self-employment, alimony, support money, cash public assistance and relief;
- (ii) Total benefits from any pensions, annuities, and individual retirement account distributions;
- (iii) 50% of railroad retirement benefits;
- (iv) 50% of all benefits received under the Social Security Act (49 Stat. 620, 42 U.S.C. § 301 et seq.), except Medicare benefits;
- (v) All benefits received under State unemployment insurance laws;
- (vi) All interest received from the Federal or any state government, or any instrumentality or political subdivision thereof;
- (vii) Realized capital gains and rentals;
- (viii) Workers' compensation;
- (ix) The gross amount of loss of time insurance benefits, life insurance benefits and proceeds, except the first \$5,000 of the total of death benefit payments; and
- (x) Gifts of cash or property, other than transfers by gift between members of a household, in excess of a total value of \$300.

Notwithstanding the foregoing, the term does not include surplus food or other relief in kind supplied by a governmental agency, property tax or rent rebate, inflation dividend, federal veterans' disability payments or state veterans' benefits. The above-referenced terms shall be interpreted in a manner consistent with the Pennsylvania Property Tax or Rent Rebate Program established and operated pursuant to the Act.

(f) "Property Tax Paid" shall mean all taxes on a homestead, exclusive of municipal assessments, delinquent charges and interest, paid during the 2022 calendar year by Claimant as set forth on Line 14 of Form PA-1000 2021 prepared and filed by the Claimant with the Pennsylvania Department of Revenue.

(g) "Rent Paid" means the gross amount actually paid in cash or its equivalent to a landlord in connection with the occupancy of a homestead by Claimant and set forth on Line 16 of Form PA-1000 2021 prepared and filed by the Claimant with the Pennsylvania Department of Revenue.

(h) "School District Fiscal Year" means July 1st to the following June 30th.

(i) "Resolution" means this Resolution.

(Attachment A4)

2. Property Tax or Rent Rebate.

(a) Subject to the other provisions of this Resolution, each Claimant shall be eligible for a property tax rebate from the School District equal to the Claimant's Property Tax Paid times the applicable Rebate Percentage Factor.

(b) Subject to the other provisions of this Resolution, each Claimant shall be eligible for a rent rebate from the School District equal to the Claimant's Rent Paid times the applicable Rebate Percentage Factor.

3. Filing. To claim and receive the property tax or rent rebate provided for under Section 2 from the School District, the Claimant must file a claim for the rebate with the Assistant to the Superintendent-Business Administration of the School on or before the last day of the 2023/2024 School District Fiscal Year. Only one Claimant from a School District homestead shall be entitled to a rebate from the School District for the 2022 calendar year. If two or more persons are able to meet the qualifications for a Claimant, the rebate shall be paid to the Claimant(s) who received the property tax or rent rebate under the Act.

4. Claim Form.

(a) When filing for a property tax or rent rebate from the School District, Claimant shall timely file with the Assistant to the Superintendent-Business Administration of the School a Claim Form (and all required additional information which shall include evidence of the rebate amount received from the Commonwealth of Pennsylvania). Appropriate evidence of the rebate amount received from the Commonwealth of Pennsylvania shall include a copy of the rebate check received from the Pennsylvania Department of Revenue or a copy of the Claimant's bank statement reflecting the deposit of the rebate amount.

(b) The following is an example to illustrate the requirements of Sections 2 through 4. The example is for illustration purposes only.

Example: Claimant files for a property tax or rent rebate under the Act with the Pennsylvania Department of Revenue by filing Form PA-1000 2022 (Property Tax or Rent Rebate Claim) in connection with property taxes paid in 2022. On July 15, 2023, Claimant receives a property tax or rent rebate from the Commonwealth of Pennsylvania in connection with such filing. Claimant may now file for a property tax or rent rebate with the School District by submitting a Claim Form to the School District (with a copy of the Form PA-1000 2022 (Property Tax or Rent Rebate Claim) filed with the Pennsylvania Department of Revenue and evidence of the rebate amount received) on or before June 30, 2024.

5. Incorrect Claim. Whenever the Assistant to the Superintendent-Business Administration of the School finds a claim to have been incorrectly determined, Assistant to the Superintendent-Business Administration of the School shall re-determine the correct amount of the claim and notify the Claimant of the reason for the redetermination and the amount of the corrected claim.

6. Fraudulent Claim; Conveyance to Obtain Benefits.

(a) In any case in which a claim is excessive and was filed with fraudulent intent, the claim shall be disallowed in full and a penalty of twenty-five percent (25%) of the amount claimed shall be imposed. The penalty and the amount of the disallowed claim, if the claim has been paid, shall bear interest at the rate of one-half (½) of one (1%) percent per month from the date of the claim until repaid. The Claimant and any person who assisted in the preparation of filing of a fraudulent claim shall be subject to criminal prosecution in accordance with applicable provisions and penalties as provided in the Pennsylvania Crimes Code.

(b) A claim shall be disallowed if the Claimant received title to the homestead primarily for the purpose of receiving a property tax rebate.

7. Petition for Redetermination. Any Claimant whose claim for a property tax or rent rebate is either denied, corrected or otherwise adversely affected by the Assistant to the Superintendent-Business Administration of the School, may file with the Board a petition for redetermination within ninety (90) days after the date of mailing or written notice by the Assistant to the Superintendent-Business Administration of the School of such action. Such petition shall set forth the grounds upon which the Claimant alleges that such action of the Assistant to the Superintendent-Business Administration of the School is erroneous or unlawful, in whole or in part, and shall be accompanied by an affidavit of affirmation that the facts contained therein are true and correct. The Board shall hold such hearings as may be necessary for the purpose of redetermination and each Claimant who has duly filed such petition for redetermination shall be notified by the Board of the time when, and the place where, such hearing in his or her case will be held. The determination of the Board after such hearings and any required further review shall be final.

8. Severability. The provisions of this Resolution are severable; if any word, phrase, clause, sentence, section or provision of this Resolution is for any reason held to be unconstitutional or illegal or invalid, the decision of any Court shall not affect or impair any of the remaining provisions of this Resolution. It is hereby declared to be the intent of the Board of the School District that this Resolution would have been adopted had such unconstitutional or illegal or invalid word, phrase, clause, sentence, section or provision thereof not been included herein. Further, the provisions of this Resolution shall be considered wholly separate and apart from any enactment of real property taxes by the School District and the extent to which any word, phrase, clause, sentence, section or provision of this Resolution is for any reason held to be unconstitutional, illegal, or invalid, shall not otherwise affect or impair the enactment and imposition of real property taxes by the School District.

9. Effective Date. This Resolution shall be effective solely for real property taxes and rents paid during the calendar year 2022.

RESOLVED by the Board this 24th day of April, 2023.

SPRING-FORD AREA SCHOOL DISTRICT

Attest: _____

Laurie Bickert, Board Secretary

By: _____

Erica Hermans, Board President

(SEAL)

EXHIBIT A

SPRING-FORD AREA SCHOOL DISTRICT

PROPERTY TAX/RENT REBATE

Tax Rebate Year – 2023/2024

FILING INSTRUCTIONS

WHERE TO FILE: 857 South Lewis Road, Royersford, PA 19468

WHEN TO FILE: After July 1, 2023 but before June 30, 2024

PLEASE PRINT LEGIBLY OR TYPE

PART A – Personal Information	
Name of Claimant:	
Address of Claimant:	
Property Parcel Number (Found on Tax Bill for Property Owners):	
Birth date of Claimant:	
Social Security Number of Claimant:	
PART B – Form PA-1000 2022 (Property Tax or Rent Rebate Claim)	
Insert amount from Line 13 on Form PA-1000 2022 (Total Income)	\$
<i>NOTE: Inserted amount may not exceed \$35,000 for owners or \$15,000 for renters</i>	

PART C(1) – Calculation of Property Tax Rebate from School District	
(a) Insert total property taxes paid from Line 14 on Form PA-1000 2022	\$
(b) Insert amount from Line 15 on Form PA-1000 2022 (Property Tax Rebate)	\$
(c) Subtract line (b) from line (a)	\$
(d) Insert Percentage Rebate Factor (see Rebate Percentage Table)	50%
(e) Multiple line (a) by line (d)	\$
(f) Property Tax Rebate from the School District (insert the lesser of line (c) and line (e))	

PART C(2) – Calculation of Rent Rebate from School District (for renters only)	
(a) Insert total rent paid from Line 16 on Form PA-1000 2022	\$
(b) Multiply line (a) by 20 percent (0.20)	\$
(c) Insert amount from Line 18 on Form PA-1000 2022 (Rent Rebate)	\$
(d) Subtract line (c) from line (b)	\$
(e) Insert Percentage Rebate Factor (see Rebate Percentage Table)	50%
(f) Multiply line (b) by line (e)	\$
(g) Rent Tax Rebate from the School District (insert the lesser of line (d) and line "f")	\$

PART D – Required Information
(a) Copy of Form PA-1000 2022 (Property Tax or Rent Rebate Claim) filed with the PA Dept. of Revenue
(b) Evidence of receipt of amount set forth in Part C(1), Line (b) for property owners
(c) Evidence of receipt of amount set forth in Part C(2), Line (c) for renters

I declare that this form is true, correct and complete, that the documents required and attached hereto are true and correct copies of those documents, and that to the best of my knowledge and belief this is the only claim filed by members of my household.

Claimant's Signature

Signature of Preparer (if other than Claimant)

_____/____/_____
Date

Telephone Number

Rebate Percentage Factor Table

Total Income	Rebate Percentage Factor
0 to \$8,000	50%
\$8,001 to \$15,000	50%
\$15,001 to \$18,000 (Homeowners Only)	50%
\$18,001 to \$35,000 (Homeowners Only)	50%

EXHIBIT B

Property Tax Rebate Percentage Factor Table

Total Income	Rebate Percentage Factor
0 to \$8,000	50%
\$8,001 to \$15,000	50%
\$15,001 to \$18,000	50%
\$18,001 to \$35,000	50%

Rent Rebate Percentage Factor Table

Total Income	Rebate Percentage Factor
0 to \$8,000	50%
\$8,001 to \$15,000	50%

RESOLUTION – 2023-02
SPRING-FORD AREA SCHOOL DISTRICT
MONTGOMERY AND CHESTER COUNTIES, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF BONDS IN THE AMOUNT OF UP TO NINE MILLION THREE HUNDRED FIVE THOUSAND DOLLARS (\$9,305,000); PROVIDING FOR THE DATES, MAXIMUM INTEREST RATES, MAXIMUM MATURITY DATES AND PLACE OF PAYMENT IN RESPECT TO THE BONDS; SETTING FORTH THE PARAMETERS FOR ACCEPTANCE OF A PROPOSAL AND AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING THE PROPER OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE PROCEEDINGS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT (“DEPARTMENT”); AND SETTING FORTH A FORM OF BOND.

WHEREAS, Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (“School District” or “Local Government Unit”) has heretofore issued its General Obligation Bonds, Series of 2018 (the “**2018 Bonds**”); and

WHEREAS, the proceeds of the 2018 Bonds were used for the purposes of providing funds to (1) the planning, designing, constructing, equipping and furnishing renovations and expansion of certain areas of the Spring-Ford High School, (2) financing the construction of certain capital improvements to school facilities within the School District, and (3) paying the costs and expenses related to the issuance of the 2018 Bonds; and

WHEREAS Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (“School District” or “Local Government Unit”) has determined to undertake a project and provide funds for and towards: (1) the current refunding of all or a portion of the School District’s outstanding 2018 Bonds (the “Refunded Bonds”) and (2) paying the costs and expenses related to the issuance of the Bonds (collectively, the “Project”); and

WHEREAS, the School District has determined to finance the Project by incurring indebtedness and issuing its Bonds in accordance with the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the “Act”), the proceeds of which shall be used for the purpose of financing the Project and paying the costs and expenses of issuing the Bonds (as hereinafter defined); and

WHEREAS, the School District has determined to establish certain parameters under which it will accept a proposal (the “Proposal”) for the purchase of the Bonds, hereinafter described, and has determined that it is in the best interest of the School District to secure a purchase proposal by private negotiated sale in connection with the above-described financing; and

WHEREAS, the School District has received an acceptable Proposal for the purchase of the Bonds from Stifel, Nicolaus & Company, Incorporated (the “Purchaser”) and desires to authorize the acceptance of such Proposal and authorize the issuance of its Bonds in one or more series for the purposes set forth herein, upon the terms and conditions, within and subject to the parameters and in the form of Proposal as herein provided; and

WHEREAS, the Board of Directors has determined to and desires to accept the Proposal, which Proposal will be supplemented by the Purchaser’s Addendum (hereinafter defined) thereto, and to incur non-electoral debt to be evidenced by one or more series (or subseries) of the Bonds pursuant to the provisions of the Act; and

WHEREAS, the School District desires to authorize the issuance of its General Obligation Bonds, in one or more series, in the aggregate principal amount of up to NINE MILLION THREE HUNDRED FIVE THOUSAND DOLLARS (\$9,305,000) for the purposes set forth herein, upon the terms and conditions and in the form as herein provided (the “Bonds”), and to authorize the acceptance of the Proposal of the Purchaser for the purchase of the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the Board of School Directors of the School District (the “Board of Directors”), that:

SECTION 1. Establishment of Parameters for Bonds. The School District hereby establishes that the issuance of the Bonds authorized hereunder shall be subject to the Bonds satisfying the following parameters: (a) the Bonds shall be issued in one or more series, and shall not exceed NINE MILLION THREE HUNDRED FIVE THOUSAND DOLLARS (\$9,305,000) in aggregate principal amount (net original issue discount); (b) the Bonds shall not mature later than the dates set forth on Schedule “A” attached hereto and made part hereof (or such other dates within the same fiscal year as determined by the School District); (c) the purchase price for the Bonds shall not be less than 95.0% nor more than 125.0% of par of the Bonds; (d) the Underwriter’s discount shall not exceed \$8.00 per \$1,000.00 of Bonds; (e) the net present value savings resulting from the refunding of the Refunded Bonds included in the Project shall not be less than two percent (2%); and (f) the maximum principal amounts and the maximum interest rates shall not exceed those stated on Schedule “A”.

The School District hereby acknowledges receipt of a form of Proposal from the Purchaser submitting a final Proposal in the form thereof pursuant to which the School District agrees to sell its Bonds to the Purchaser subject to the Purchaser satisfying the conditions and parameters set forth therein as shall be confirmed as set forth below. A copy of the form of Proposal, as well as the Addendum to the Proposal, for each series of the Bonds, shall be delivered to the Secretary of this School District and shall be affixed to and shall become part of this Resolution. Upon a determination by the President or Vice President that the final Proposal and Addendum to the Proposal submitted to the School District by the Purchaser meets the parameters set forth above, the President and Secretary of the Board of Directors or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby authorized and directed to accept the Proposal and Addendum to the Proposal on behalf of the School District and execute the Proposal and Addendum to the Proposal in accordance therewith, and deliver a copy of the same to the Secretary of the Board of Directors of the School District pursuant to the procedure set forth below.

The Purchaser shall determine the final terms of each series of the Bonds within the parameters set forth in the Proposal and this Resolution, including without limitation the final interest rates, initial offering prices and yields and any other appropriate terms and conditions applicable to each such series of the Bonds, and shall present such final terms to the Chief Financial Officer of the School District. The Chief Financial Officer is hereby authorized and directed to review and approve the final terms of the Bonds presented by the Purchaser and to determine if such terms are within the parameters established hereunder. Upon presentation by the Purchaser of the final terms of the Bonds in satisfaction of the conditions and parameters set forth in the Proposal and this Resolution, and with the concurring approval of the Chief Financial Officer of the School District, the President and Secretary of the Board of Directors or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby authorized and directed to confirm in writing that such conditions and parameters have been satisfied, to accept the final terms of the applicable series of the Bonds, to execute and deliver an Addendum to the Proposal (the “Addendum to the Proposal”) setting forth the final terms of the Bonds and to authorize the release of the applicable series of the Bonds upon settlement thereof.

SECTION 2. Authorization of Issuance of Bonds and Approval of Project. The School District hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Act by the issuance of the Bonds in the principal amount of up to NINE MILLION THREE HUNDRED FIVE THOUSAND DOLLARS (\$9,305,000) for the purpose of providing funds for and toward the costs of the Project, including the financing of expenses associated therewith. The Project is being undertaken by the School District for the purpose of reducing the debt service that would otherwise be payable on the Refunded Bonds, in compliance with Section 8241(b)(1) of the Act. The Bonds are to be sold and delivered as hereinafter provided.

SECTION 3. Useful Lives. The realistic estimated useful lives of the capital projects financed with the proceeds of the Refunded Bonds were determined at the time of issuance of the 2018 Bonds, and it was determined that the average estimated useful life of the components of the capital projects were at least twenty-five years. It is hereby determined and declared that the remaining average estimated useful life of the components of the capital projects financed with the proceeds of the Refunded Bonds is at least twenty (20) years. It is hereby determined that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act.

SECTION 4. Non-Electoral Debt. All of the debt to be incurred upon issuance of the School District’s Bonds shall be incurred as non-electoral debt.

SECTION 5. Execution of Debt Statement and Bonds and Filing of Debt Proceedings. The President and Secretary of the Board of Directors or the Vice President or Assistant Secretary, in the absence of the President or Secretary, respectively, or any duly appointed successors, as the case may be, are hereby directed to prepare and certify and to file the debt statement required by Section 8110 of the Act, to execute and deliver the Bonds evidencing the debt to be incurred to the purchaser thereof, and to prepare and certify all filings required pursuant to Section 8111 of the Act, pertaining to submission to the Pennsylvania Department of Community and Economic

Development, of the transcript of the proceedings, which shall include certified copies of this Resolution, proofs of proper publication, the accepted proposal for the purchase of the Bonds and such other documents as may be necessary in connection with the same and to take all such further action and to execute and deliver such other documents as may be necessary or appropriate to comply with all requirements of the Act or to carry out the intent and purposes of this Resolution. Any actions taken with respect to the foregoing prior to the date of this Resolution are hereby ratified and approved.

SECTION 6. Terms and Form of Bonds. The Bonds when issued shall be general obligation bonds issued in fully registered form and shall be in the denomination of Five Thousand Dollars (\$5,000), or in any integral multiple thereof within the limitations provided herein. The Bonds shall be issued in one or more series in the aggregate principal amount of not more than \$9,305,000, shall be dated such dates as shall be determined in accordance with the final terms of the Bonds (each, a “Bond Issuance Date”), shall bear interest from the Bond Issuance Date at the rates per annum in accordance with and within the parameters established pursuant hereto, all as set forth in Schedule “A” and in the Proposal, and shall mature on those dates contained therein, but in no event later than March 1, 2033 (or such other dates determined by the School District within the same fiscal year). The Bonds shall be payable at the place and in the manner and shall be substantially in the form attached hereto as Schedule “B” and made a part hereof. The Bonds shall be numbered as issued, without regard to denomination or maturity.

SECTION 7. Appointment of Paying Agent and Sinking Fund Depository. U.S. Bank Trust Company, National Association, Philadelphia, Pennsylvania, is hereby appointed to serve as paying agent, bond registrar and sinking fund depository (the “Paying Agent”) for the Bonds and the President and Secretary of the Board of Directors, or the Vice President or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successor, as the case may be, are directed to contract with the Paying Agent to obtain its services in the aforementioned capacities. The School District shall cause to be kept, and the Paying Agent is hereby directed to keep, at the designated corporate trust offices of the Paying Agent, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. The Paying Agent is hereby directed to make such registrations, exchanges and transfers without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 8. Establishment of Sinking Fund. The School District covenants to establish, and there is hereby established, a sinking fund (the “Sinking Fund”) for the payment of each series of the Bonds with the Paying Agent. The School District Treasurer shall pay the amounts required pursuant to the covenants contained herein into the Sinking Fund which shall be maintained until such series of the Bonds are paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities shall be deposited into the Sinking Fund not later than the date when interest and/or principal is to become due on the applicable series of Bonds. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the applicable series of Bonds as the same becomes due and payable in accordance with the terms thereof. The School District hereby covenants that such monies, to the extent required, will be applied to such purpose. The principal of and interest on

the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust offices of the Paying Agent.

SECTION 9. Covenant to Pay Bonds. The School District covenants that, to the fullest extent authorized under law:

a. The amount of the debt service with respect to the Bonds payable in each fiscal year shall be included in the School District budget for that year;

b. The School District shall appropriate such amounts from its general revenues necessary for the payment of such debt service;

c. It shall duly and punctually pay, or cause to be paid from its sinking fund or any other of its revenues or funds, the principal of and interest due upon the Bonds, to the extent of its obligation, on the dates, at the places and in the manner stated in the Bonds, according to the true intent and meaning thereof; and

d. For such payment, budgeting and appropriation the School District herewith irrevocably pledges its full faith, credit and taxing power.

The covenant contained in this Section shall be specifically enforceable.

SECTION 10. Sale of Bonds. In compliance with Section 8161 of the Act, the Board of Directors hereby determines that a private sale by negotiation is in the best financial interest of the School District and that the Bonds shall be sold as provided herein.

SECTION 11. Acceptance of Proposal for Purchase of Bonds. The Proposal presented at this meeting by the Purchaser is hereby found by this Board of Directors to be in conformity with the requirements of the Act and of this Resolution for the purchase and sale of the Bonds, and is, together with any Addendum to the Proposal executed pursuant hereto, hereby authorized to be accepted, and the Bonds are hereby authorized to be awarded to the Purchaser subject to the provisions of Section 1 of this Resolution and the submission of a final Proposal and Addendum to the Proposal satisfying the parameters set forth therein. The officers of the School District are hereby authorized to deliver the Bonds to the Purchaser upon receipt of the principal amount thereof and upon compliance with all of the conditions precedent to such delivery required by the Act, the Resolution, the Proposal, and Addendum to the Proposal.

SECTION 12. Execution, Authentication and Delivery of Bonds. The Bonds, when issued, shall be executed either manually or by facsimile by the President or Vice President of the Board of Directors and shall have the corporate seal or facsimile thereof of the School District affixed thereto and be duly attested by the Secretary or Assistant Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) of the Board of Directors. The Bonds shall be authenticated by the manual signature of the Paying Agent. Furthermore, the President or Vice President and Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) are authorized and directed to deliver the Bonds, but only after the Department has certified its approval pursuant to Section 8204 of the Act, and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance,

sale and delivery of the Bonds, all in accordance with this Resolution and the Act and/or the Proposal.

SECTION 13. Appointment of Securities Depository. The Depository Trust Company, New York, New York (“DTC”), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system (“DTC Participants”). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each bond will be in the aggregate principal amount of such maturity as established in accordance with the final terms of the Bonds within the parameters set forth herein shown on Schedule “A” attached hereto and as accepted by the School District in accordance with Section 1 hereof. The School District shall cause the Bonds to be delivered to DTC for the benefit of the Purchaser on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the “Beneficial Owner”) will not receive certificated Bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC’s services as securities depository. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the School District officials then holding the offices set forth in Section 13 of this Resolution are hereby authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

SECTION 14. Redemption Provisions. Specific redemption provisions, including mandatory redemption provisions, if any, will be as set forth in the Proposal and as further set forth in the Bonds.

The Paying Agent shall give notice of any such redemption by first-class mail, postage prepaid, mailed not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered owner of Bonds to be redeemed at its registered address as it appears on the bond register maintained by the Paying Agent, or such other notice of redemption as deemed appropriate. Such notice having been mailed and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption shall become due and payable on the date fixed for redemption and interest thereafter shall cease to accrue thereon, whether such Bonds shall be presented for payment or not.

SECTION 15. Limitation on Indebtedness. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Local Government Unit, is not in excess of any limitation imposed by the Act upon the incurring of debt by the School District.

SECTION 16. Federal Tax Covenants. The School District hereby covenants with the holders from time to time of the Bonds that it will at all times do and perform all actions and things within its power which are necessary or desirable in order to assure that interest paid on the Bonds will, for purposes of federal income taxation, be and remain excludable from the gross income of the recipients thereof, and that it will refrain from doing or performing any act or thing that would cause such interest not to be so excludable, and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”). The School District further covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of the Bonds, which, if such investment or use had been reasonably expected on the date of issuance of the Bonds, would cause the Bonds to be “arbitrage bond(s)” within the meaning of Section 148 of the Code, and the regulations applicable thereto, and that this covenant shall extend throughout the term of the Bonds and shall apply to all amounts which are proceeds of the Bonds for purposes of said section and regulations. Neither the Treasurer nor any other official or agent of the School District shall make any investment inconsistent with the foregoing covenant. The Treasurer and all other School District officials responsible for investment shall request and follow, if given, the advice or direction of bond counsel for the School District (the “Bond Counsel”) as to investments, which may be made in compliance with this covenant. The appropriate officers of the School District are hereby authorized to execute a tax compliance agreement (the “Tax Compliance Agreement”) to carry out the foregoing covenants.

The Tax Compliance Agreement shall be substantially in the form acceptable to Bond Counsel, with such changes as may be approved by the officer executing the Tax Compliance Agreement, upon the advice of Bond Counsel, such approval to be conclusively evidenced by such officer’s execution of the Tax Compliance Agreement. If required under the Tax Compliance Agreement, there shall be established a “bond rebate fund,” which shall be held and maintained by the School District in accordance with the Tax Compliance Agreement, separate and apart from other funds of the School District. The foregoing tax covenants in this Section 16 may be excused or modified if, and to the extent that, the School District receives an opinion of nationally recognized bond counsel that such absence of compliance will not adversely affect the exemption from federal income taxation of interest on the Bonds.

SECTION 17. Continuing Disclosure. The School District covenants to provide, pursuant to Rule 15c2-12(b) promulgated by the Securities and Exchange Commission, for the benefit of the holders of the Bonds certain financial and operating data in accordance with the terms of a continuing disclosure agreement to be executed by the School District in connection with the issuance of the Bonds, upon terms and in the form approved by the solicitor and bond counsel to the School District.

SECTION 18. Approval of Official Statement. The appropriate officers of the School District authorized by Section 1 of this Resolution to accept the final terms of each series of the Bonds in accordance with such Section 1 are hereby authorized to approve the Preliminary Official Statement for each applicable series of the Bonds in the form to be prepared in connection with

the public offering and sale of the Bonds by the Purchaser, and such Preliminary Official Statement as so approved shall be “deemed final” by the School District as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated on or about the date of the Addendum to the Proposal setting forth the final terms of each series of the Bonds within the parameters established hereunder as accepted by the School District, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the School District in accordance with the foregoing provisions with such additions and other changes, if any, as may be approved by the appropriate officers of the School District with the advice of the School District Solicitor and containing the final terms of each series of the Bonds, shall be prepared and delivered to the Purchaser within seven (7) business days from the date of the applicable Addendum to the Proposal, and the School District hereby approves the use thereof in connection with the public offering and the sale of the Bonds..

SECTION 19. Bond Insurance. If the proposal for the purchase of any series of the Bonds offering the lowest interest cost to the School District is based on insurance for the Bonds, the officers of the School District are hereby authorized to purchase a policy of insurance guaranteeing the payment of the principal of and interest on the Bonds, to pay the premium for such policy from the proceeds of the Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the Bonds issued under this Resolution may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

SECTION 20. Refunding of Refunded Bonds. The proper officers of the School District are hereby authorized and directed to contract with the paying agent for the Refunded Bonds (the “Refunded Bonds Paying Agent”) as the true and lawful attorney and agent of the School District to effect the redemption and payment, including payment of interest, of the Refunded Bonds on such date as may be approved by the President or Vice President of the School District with the advice of the School District Solicitor and Bond Counsel. The Refunded Bonds Paying Agent, in the name, place and stead of the School District, shall mail, with respect to the Refunded Bonds, notices of redemption as required by the terms of the Refunded Bonds. The School District hereby agrees to provide for payment of the expenses of such mailings from proceeds of the Bonds or from moneys otherwise made available by the School District and gives and grants the Refunded Bonds Paying Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the School District might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue thereof.

Subject only to completion of delivery of, and settlement for, the Bonds, the School District hereby calls for redemption and payment of the Refunded Bonds on such date as may be approved by the President or Vice President of the School District with the advice of the School District Solicitor and Bond Counsel. The President and Vice President and Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successors, as the case may be, are hereby authorized to execute any agreements or documents deemed appropriate concerning the same, including, but not limited to, a Tax Compliance Agreement and/or Escrow and Pledge Agreements.

If applicable, this School District, simultaneously with delivery of the Bonds, shall enter into an escrow agreement (the “Escrow Agreement”) with the paying agent of the Refunded Bonds Paying Agent (the “Escrow Agent”), acting as escrow agent for the Refunded Bonds. The Escrow Agreement shall provide for a deposit of Bonds proceeds into one or more escrow accounts with the Escrow Agent sufficient to pay the debt service due on the Refunded Bonds through the redemption date. The President or Vice President and the Secretary or Assistant Secretary, respectively, of the Board are authorized and directed to execute, to attest, and to seal, as appropriate, and to deliver such Escrow Agreement simultaneously with such delivery of the Bonds. This School District approves the Escrow Agreement in form satisfactory to the solicitor and bond counsel for this School District and as shall be approved by the officers of the Board executing the same. Such approval of such officers shall be conclusively presumed to have been given by their execution of the Escrow Agreement.

If applicable, the President or Vice President the Board, or the Superintendent or Chief Financial Officer, respectively, of this School District is each hereby authorized and directed to execute and deliver agreements, orders or subscriptions for purchase of United States Treasury Certificates of Indebtedness, Notes, Bonds, State and Local Government Series (“SLGS”) or other securities of the United States of America, collateralized certificates of deposit or other investments satisfying the requirements of 53 Pa.C.S. §8250, from proceeds of the Bonds and, if applicable, other funds to be deposited under the Escrow Agreement, and to do, to take and to authorize such other acts as shall be necessary or appropriate to provide for retirement of the payment of principal and interest on the Refunded Bonds, as described in this Resolution.

The officers and agents of this School District are hereby authorized and directed to take all such actions and provide all such documentation as may be necessary and appropriate to accomplish the redemption and retirement of the Refunded Bonds.

SECTION 21. Application of Bond Proceeds. The purchase price of the Bonds and any accrued interest payable by the Purchaser shall be paid to the Paying Agent on behalf of the School District. In addition, the School District shall deposit with the Paying Agent the security and make such additional deposits of cash from the funds of the School District as shall be necessary to cover all of the issuance costs of the Bonds. Upon receipt of such funds, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall transfer to the Refunded Bonds Paying Agent the amounts required to effect the refunding of the Refunded Bonds and to effect the Project as provided in Section 20 hereof and shall make the deposits and disbursements set forth on the Closing Statements executed by the officers of the School District, including payment of the issuance costs on behalf of the School District upon presentation of proper invoices therefor, and shall deposit the remaining proceeds of the Bonds, if any, in the Sinking Fund.

SECTION 22. Qualified Tax-Exempt Obligations. In accordance with the Internal Revenue Code of 1986, as amended (the “Code”), the School District hereby represents and warrants, after due investigation and to the best of its knowledge, that: (i) the Bonds are not “private activity bonds” within the meaning of Section 141 of the Code, and (ii) the aggregate face amount of “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the School District (and all other issuers which must be aggregated with the School

District pursuant to the Code) during the 2023 calendar year (including the Bonds, but excluding current refunding obligations not required to be taken into account for purposes of that Section of the Code and further excluding those bonds “deemed designated” under the Code), is not reasonably expected to exceed \$10,000,000. To the extent not “deemed designated”, the School District hereby designates each of the Bonds as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3)(B) of the Code. The School District hereby authorizes the proper officers of the School District to execute a certificate to that effect at the time of the closing.

SECTION 23. Further Actions. The President and Vice President and Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successors, as the case may be, in the name of and on behalf of the School District are hereby authorized to execute any agreements, instruments or documents and to do or cause to be done any and all acts and things deemed necessary or appropriate for the carrying out of the purposes of this Resolution and to comply with the Act.

SECTION 24. Severability. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the School District that such remainder shall be and shall remain in full force and effect.

SECTION 25. Repealer. All prior resolutions or parts thereof inconsistent herewith, are hereby repealed.

SECTION 26. Effective Date. This Resolution shall take effect on the earliest date permitted by the Act.

[signature page follows]

ADOPTED by the Board of School Directors of the Spring-Ford Area School District
this 24th day of April, 2023.

SPRING-FORD AREA SCHOOL DISTRICT
Montgomery and Chester Counties

Attest: _____ By: _____
Laurie Bickert Dr. Margaret Wright
Board Secretary Board Vice President

SCHEDULE "A"

BOND INTEREST RATES & MATURITY SCHEDULE
Maximum Parameters

BOND DEBT SERVICE

Spring-Ford Area School District (Montgomery and Chester Counties, PA)
Current Refunding of Series of 2018
*** Preliminary, Subject to Change ***

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2023					
09/01/2023			116,312.50	116,312.50	
03/01/2024	1,010,000	5.000%	232,625.00	1,242,625.00	1,358,937.50
09/01/2024			207,375.00	207,375.00	
03/01/2025	950,000	5.000%	207,375.00	1,157,375.00	1,364,750.00
09/01/2025			183,625.00	183,625.00	
03/01/2026	995,000	5.000%	183,625.00	1,178,625.00	1,362,250.00
09/01/2026			158,750.00	158,750.00	
03/01/2027	1,010,000	5.000%	158,750.00	1,168,750.00	1,327,500.00
09/01/2027			133,500.00	133,500.00	
03/01/2028	975,000	5.000%	133,500.00	1,108,500.00	1,242,000.00
09/01/2028			109,125.00	109,125.00	
03/01/2029	1,015,000	5.000%	109,125.00	1,124,125.00	1,233,250.00
09/01/2029			83,750.00	83,750.00	
03/01/2030	1,055,000	5.000%	83,750.00	1,138,750.00	1,222,500.00
09/01/2030			57,375.00	57,375.00	
03/01/2031	765,000	5.000%	57,375.00	822,375.00	879,750.00
09/01/2031			38,250.00	38,250.00	
03/01/2032	765,000	5.000%	38,250.00	803,250.00	841,500.00
09/01/2032			19,125.00	19,125.00	
03/01/2033	765,000	5.000%	19,125.00	784,125.00	803,250.00
	9,305,000		2,330,687.50	11,635,687.50	11,635,687.50

SCHEDULE "B"
FORM OF BONDS

Unless this certificate is presented by an Authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

NO: R-_____ \$_____

_____ SCHOOL DISTRICT
 _____ COUNTY, PENNSYLVANIA
 GENERAL OBLIGATION BONDS
 SERIES 20 _____

INTEREST RATE	MATURITY DATE	DATED DATE OF SERIES	CUSIP
_____ %	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

_____ SCHOOL DISTRICT, _____ County, Commonwealth of Pennsylvania, (the “School District”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, on the maturity date specified above, unless this Bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal sum shown above and to pay interest thereon calculated on the basis of a year of 360 days comprised of (12) twelve (30) thirty-day months, at the annual rate specified above from the interest payment date next preceding the date of registration and authentication of the Bond, unless: (a) such Bond is registered and authenticated as of an interest payment date, in which event such Bond shall bear interest from said interest payment date, or (b) such Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such Bond shall bear interest from such interest payment date, or (c) such Bond is registered and authenticated on or prior to the Record Date preceding the first payment date of _____, in which event such Bond shall bear interest from _____, or (d) as shown by the records of the Paying Agent, interest on such Bond shall be in default, in which event such Bonds shall bear interest from the date to which interest was last paid on such Bond. Interest shall be paid initially on _____ and thereafter, semi-annually on _____ and _____ of each year, until the principal sum is paid. The principal or redemption price of and interest on this Bond may be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public or private debts.

The principal or redemption price of this Bond is payable upon presentation and surrender hereof at the principal corporate office of _____ Bank, _____, Pennsylvania, as Paying Agent (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Record Date (as hereinafter defined) or at the election of such registered owner of a Bond in a denomination of \$500,000 or more, by wire transfer to a designated account, provided that any such election shall be received by the Paying Agent in writing not less than 10 days prior to the first payment of interest to which it relates.

Interest on each Bond is payable by check drawn on the Paying Agent which shall be mailed to the registered owner whose name and address shall appear at the close of business on the fifteenth day (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of such Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names such Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

This Bond is not insured [or This Bond is insured by _____ pursuant to the Statement of Insurance attached hereto and incorporated herein.]

This Bond is one of a duly authorized issue of \$_____ principal amount of General Obligation Bonds, Series of 20__ (the "Bonds") of the School District consisting of Bonds in the denomination of \$5,000 or integral multiples thereof maturing on _____, 20__, and on each _____ thereafter to and including _____, 20__. [if term bond: and then on _____, 20__.] The Bonds are issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Act"), without the assent of the electors, pursuant to a resolution of the Board of School Directors of the School District adopted _____ (the "Resolution") which authorized issuance of the Bonds. The Bonds have been issued by the School District for the purposes of: (i) _____, (ii) _____, and (iii) paying the costs and expenses related to the issuance of the Bonds.

Reference is hereby made to the Resolution and the Act for a complete statement of the right of the holders hereof, which by acceptance of this Bond, such holder accepts.

Reference is hereby also made to the further provisions of this Bond set forth in the terms and conditions, which provisions shall for all purposes have the same effect as if set forth in full herein.

This Bond shall not be valid or become obligatory for any purpose unless the Certificate of Authentication shall have been signed by the manual signature of an authorized signatory of the Paying Agent.

[intentionally left blank]

IN WITNESS WHEREOF, the School District has caused this Bond to be executed in its name by the signature of its President and attested by the signature of its Secretary.

SCHOOL DISTRICT

Attest: _____

By: _____

Secretary, Board of School Directors

President, Board of School Directors

(SEAL)

OPTIONAL REDEMPTION

The Bonds maturing on or after _____ are subject to optional redemption prior to maturity, at the option of the School District out of monies deposited with or held by the Paying Agent for such purpose as a whole or in part on _____, 20__ or any date thereafter, in either case upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than all Bonds of any particular maturity are to be so redeemed, the Bonds are to be redeemed by maturities and amounts designated by the School District and by lot within each maturity.

MANDATORY REDEMPTION

[if mandatory redemption]

The Bonds maturing on _____, 20__ in the amount of \$_____ (the "Term Bonds") are subject to mandatory redemption prior to maturity, in part, by lot from monies to be deposited in the sinking fund created under the Resolution at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. The School District covenants that it will or will cause the Paying Agent to select by lot, give notice of redemption, and redeem Term Bonds at said redemption price in the principal amount as outlined in the Resolution on _____ of the following years in the following amounts:

Bonds stated to mature _____:

20__	\$ 00,000.00
20__	\$ 00,000.00
20__	\$ 00,000.00
20__*	\$000,000.00

*final maturity

MANDATORY REDEMPTION

[if no mandatory redemption]

The Bonds are not subject to mandatory redemption.

NOTICE OF REDEMPTION

Notice of any redemption shall be given by depositing a copy of the redemption notice by first class mail, postage prepaid, not more than forty-five (45) days and not less than thirty (30) days prior to the date fixed for redemption addressed to each of the registered owners of Bonds to be redeemed, in whole or in part, at the addresses shown on the registration books maintained by the Paying Agent. Such notice shall also be mailed to the registered owners of the Bonds and shall be posted on the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board (EMMA). Such notice shall be given in the name of the School District, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amount thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent and that

from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption. Failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

With respect to any optional redemption of Bonds, if at the time of mailing such notice of redemption, the School District shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption. Any notice of redemption of Bonds may state that the redemption is conditioned upon the deposit of sufficient funds prior to the redemption date. If sufficient funds are not received, such notice of redemption shall be of no effect.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of the principal, if any, and interest upon such redemption shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

If the School District deposits with the Paying Agent funds sufficient to pay the principal or redemption price of any Bonds becoming due at maturity, by call for redemption or otherwise, together with interest accrued to the due date, interest on such Bonds will cease to accrue on the due date, and thereafter the holders shall have no rights with respect thereto, except to receive payment of principal to be redeemed and accrued interest thereon to the date fixed for redemption.

This Bond is registered as to both principal and interest on the registration books to be kept for that purpose at the principal office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This Bond is transferable or exchangeable by the registered owner thereof upon surrender of the Bond to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of such Bond in the registration books, or his/her attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of Bonds in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same maturity and interest rate for its aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The School District and the Paying Agent shall not be required (a) to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is mailed or (b) to register the transfer of or exchange any portion of any Bond selected for redemption until after the redemption date. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate. The School District and Paying Agent may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond is not valid unless the Paying Agent Authentication Certificate endorsed hereon is duly executed.

The School District, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to bondholders. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

No recourse shall be had for the payment of the principal of, or interest on this Bond, or for any claim based hereon or on the Resolution against any director, officer, or employee, past, present, or future, of the School District or of any successor body, as such, either directly or through the School District or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such directors, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the School District to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the School

District, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; and that the School District has established with the Paying Agent as Sinking Fund Depositary a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable.

This Bond is hereby declared to be a general obligation of the School District. The School District, in the Resolution authorizing the issuance of the series of Bonds of which this Bond is one, has covenanted with the holders from time to time, of the Bonds of said series that, to the fullest extent authorized by law, the School District will include the amount of the debt service charges on the same for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt services, and will duly and punctually pay or cause to be paid the principal of every Bond, and the interest thereon and will duly and punctually pay or cause to be paid the maturity amount of every Bond, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District has irrevocably pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

[intentionally left blank]

AUTHENTICATION CERTIFICATE

This Bond is one of the _____ School District's General Obligation Bonds, Series _____ described in the within mentioned Resolution. Printed on the reverse hereof is the complete text of the opinion of Fox Rothschild LLP, 980 Jolly Road, Suite 110, Blue Bell, Pennsylvania, Bond Counsel to the _____ School District, a signed copy of which is on file with the undersigned, which was dated the date of initial delivery of, and payment for, the Bonds.

Paying Agent

BY: _____
Authorized Signature

Date of Authentication: _____

(FORM OF ASSIGNMENT)

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____, # _____ (please insert social security or taxpayer-identification number) the within Bond issued by the _____ and all rights thereunder, hereby irrevocably appointing _____ Attorney to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatsoever.

(FORM OF ABBREVIATIONS)

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

[STATEMENT OF INSURANCE]

PURCHASER'S PROPOSAL

CERTIFICATE

I, the undersigned, Secretary of the Board of School Directors of the Spring-Ford Area School District, Montgomery and Chester Counties, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that was duly adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District at a meeting duly held on the April 24, 2023, said Resolution has been duly recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District met the advance notice requirements of Act No. 175 of the General Assembly of the Commonwealth of Pennsylvania, approved July 19, 1974, as amended, by advertising the time and place of said meeting and by posting prominently a notice of said meeting at the public building in which said meeting was held.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

<u>Name</u>	<u>Vote</u>
Erica Hermans	
Dr. Margaret Wright	
Karen Weingarten	
Colleen Zasowski	
Clinton L. Jackson	
Dr. Jennifer Motzer	
David Shafer	
Gabrielle Deardoff	
Wendy Earle	

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District this 24th day of April 2023.

(SEAL)

SPRING-FORD AREA SCHOOL DISTRICT

BY: _____
Laurie Bickert
Secretary of the Board of School Directors

**Flexible Instructional Day Application
2023**

LEA Name	AUN
Spring-Ford Area School District	123467303
857 South Lewis Road	
Royersford, PA 19468	

Chief Administrator Name
Robert Rizzo

1. Describe the procedure for notifying all students, parents, and professional staff prior to a flexible instructional day being instituted.

Please make sure that you address the following components in your response

- **How will you notify all stakeholder groups that your district is planning to apply for the Flexible Instruction Day (FID) Program (also include details on the approval process for the application within your entity)?**
- **Immediately prior to or on the FID, how will you notify your stakeholders that the district has decided to implement a FID? (please identify all methods of communication including the instance where the Internet is not accessible or a power outage occurs)**
- **Ensure you differentiate between parents / guardians and students vs informing staff.**
- **Ensure the procedure for notifying all stakeholders prior to a flexible instructional day being instituted, is detailed and clear.**

As a matter of regular practice, we communicate with our staff and families through direct emails, phone calls and SMS messages with Skylert; through social media platforms Facebook, Twitter, Instagram, LinkedIn, and YouTube; and on the district website at spring-ford.net. When inclement weather seems imminent, we will send an Emergency Preparedness reminder in our Weekly Update communication which includes what to expect and how to prepare for the potential of a Flexible Instructional Day (FID). If a closure should occur during the school day, we will utilize our intercom system to inform teachers to have students take necessary materials home and to plan to log-in to our Learning Management System (LMS), Canvas, for their instruction. Upon confirmation of a cancellation, our Communications department will send out a Skylert phone call, email, and SMS text to all families and staff, update the district website, and post the information to all of our social media feeds. Students in grades 5-12 bring their devices home with them every evening. Students in grades K-4 have a device assigned to them but the device does not always go home. We will make every effort to communicate to K-4

(Attachment A6)

buildings prior to 10:30 a.m. the day before anticipated inclement weather that teachers should send home devices with students.

The district has been implementing FIDs for 3 years and our district stakeholders are already aware of this practice. We have discussed the school calendar during public board meetings as well as the renewal of the FIDs. This plan is being shared at the Board Work Session on April 17, 2023.

2. Describe the procedure for instituting a flexible instructional day.

Please make sure that you address the following components in your response:

- **Include (if applicable) the use of technology and equitable accommodations for students and professional staff lacking sufficient home access to devices and/or the Internet.**
- **How will the FID day be structured? Explain your daily schedule.**
- **Which modes of instruction will you implement during the FID?**
- **Include requirements pertaining to the delivery of services and specially designed instruction, which includes accommodations and modifications for students with special needs or disabilities.**

Spring-Ford ensures that all students have access to a device. Data cards are available upon request to families in need. From the first day of the 2020-2021 school year, our students are accessing Canvas (our LMS) to retrieve materials, complete online assignments, participate in assessments, and attend class meetings via Zoom and/or Teams links. If technology fails during a flexible instructional day, students will have meaningful offline activities to complete during the day. Additionally, students will have opportunities to access the recorded session after being able to return to school or come back online to enhance or supplement their learning.

Students will follow a modified schedule with virtual lessons via Zoom or Teams synchronously for a portion of each period. Students will begin their day by signing into Canvas and accessing their teacher's Zoom link. We will be following the expectations as outlined in the Continuity of Education Plan, with the exception of the schedule. The schedule will follow a modified schedule for inclement weather. Students must be on Zoom or Teams at the scheduled time. Attendance will be taken in Zoom or Teams. If a student is not present in Zoom or Teams, then they will be marked absent. Attendance will not be taken for study halls. This directive will be communicated with students as part of the "Inclement Weather" announcement.

Students will receive live opportunities to connect with their teacher(s) via Zoom. Additional "live" opportunities may be scheduled for some students through Title I, Reading Specialists, Instructional Support Teachers, and Special Education Teachers. Sample modified

school schedules are provided to teachers and have a combination of synchronous live meetings and asynchronous instruction.

Further details can be found in the district's Continuity of Education plan. We will follow the expectations as outlined in the Continuity of Education plan with the exception of a modified schedule.

<https://docs.google.com/document/d/1Xbqdg2D6HmG776S3mXLz4SuX-F3iwi56Jgn7wvHLhFo/edit?usp=sharing>

The modified schedule will be as follows:

AM Kindergarten:

9:40- Class Begins on Zoom- Class Meeting

10:05-10:25 ELA and Math Live via Zoom

10:25-11:40 Asynchronous work completed via Canvas

PM Kindergarten

1:00- Class Begins on Zoom- Class Meeting

1:25-1:45 ELA and Math Live via Zoom

1:45-3:00 Asynchronous work completed via Canvas

Students in Grade 1-4 will receive the following "live" opportunities to connect with their teacher(s) via Zoom:

- Class Meeting - 20 minutes
- ELA (Reading) - 30 Minutes
- Math - 30 Minutes
- Specials - 30 Minutes

Additional "live" opportunities may be scheduled for some students through Title I, Reading Specialists, and IST Teachers. School counselors, IST, Reading Specialists will all hold office hour support to help students in the afternoon while they are working on asynchronous assignments.

Sample Schedule for Grades 1-4 (May differ by building and will be communicated through Canvas)

9:40-10:00 Class Meeting, Attendance, Community Building, Setting the Stage for the Day.

10:00-10:30- Live ELA via Zoom

10:30-11:00- Asynchronous ELA Work Time

11:00-11:30- Live Math via Zoom

11:30-12:00- Asynchronous Math Work Time

12:00-12:30- Specials

12:30-1:30- Lunch and Active Play

1:30- 3:40- Asynchronous Work Plan

5th & 6th Grade Schedule

9:40-10:00- Content Area 1 live via Zoom

10:05-10:25- Content Area 2 live via Zoom

10:30-10:50- Content Area 3 live via Zoom

10:55-11:15- Content Area 4 live via Zoom

11:20-11:40- Content Area 5 live via Zoom

11:45-12:05- Content Area 6 live via Zoom

12:05-12:30- Open Office Hours

12:30-3:40- Lunch & Asynchronous work completed via Canvas

7th- 12th Grade Schedule

9:40-10:00- Period 1 live via Zoom

10:05-10:25- Period 2 live via Zoom

10:30-10:50- Period 3 live via Zoom

10:55-11:15- Period 4 live via Zoom

11:20-11:40- Period 5 live via Zoom

11:45-12:05- Period 6 live via Zoom

12:10-12:30- Period 7 live via Zoom

12:30-2:20- Lunch & Asynchronous work completed via Canvas

3. Provide a contingency plan - an alternative method of delivering instruction, should there be issues with the availability of technology or student access to the materials and instructors during a flexible instructional day.

Please make sure that you address the following components in your response:

- **Include an alternative method of delivering instruction, should there be issues with the availability of technology or student access to the materials and instructors during a flexible instructional day.**
- **How will you ensure access to the materials and resources required for instruction and completing assignments during the FID?**
- **How will professional staff provide assistance to the students that are working at home with hard copies or don't have access to technology resources?**

- **How will you ensure that the materials and resources are relevant when the FID is initiated?**
- **Your contingency plan must ensure compliance with compulsory attendance laws and addresses extenuating circumstances and what workarounds would be available for students to meet the FID requirements.**
- **How will instructors track attendance for those using your primary as well as your contingency plan for all students including those that need modifications or accommodations?**

All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.

When inclement weather is pending, teachers will provide students with physical materials, when available. This will provide students with resources that are needed to complete necessary assignments if they are not able to access the Learning Management System or Zoom/Teams.

Teachers will be available to students following the return to school to provide additional support for times when a student did not have connectivity to the internet. All materials will be distributed ahead of the flexible instructional time and students will be given an opportunity to review any missed content with the teacher, through recordings of the lessons, and/or access to the LMS upon access to internet connection.

Spring-Ford has curriculum maps for each course and appropriately aligned scope and sequences support the curriculum. Teachers will utilize FID days to continue instruction based on these guides. It is expected that teachers will move onto the next lesson with the exception of labs or other such activities that require specialized equipment or instruction. In those instances, teachers will provide opportunities for deepening the current topic or move to the next topic during the FID time.

Students will be able to meet the compulsory attendance requirements through demonstration of work completion, attendance via Zoom or Teams, or a reported absence to their home school.

Teachers will take attendance when students are logged onto Zoom or Teams. All students are expected to log in to each classroom in Canvas and complete daily lessons and assignments. Students will follow the modified schedule on the next day in the rotation and submit all work.

(Attachment A6)

Students are expected to participate in online discussions, post to discussion boards, and complete assignments posted to our LMS. The modified schedule will include a combination of synchronous and asynchronous instruction. If a student is not present in Zoom or Teams, then they will be marked absent. Students who do not access Zoom or Teams due to internet outages will be afforded the opportunity to demonstrate their attendance through the completion of the assigned work during the FID.

4. Describe the responsibilities of professional staff during a flexible instructional day.

Please make sure that you address the following components in your response:

- **Make sure to include all staff members' responsibilities and availability.**
- **Include teacher AND professional, administrative, tech support, and health services staff availability (hours, guidance, accessibility (phone, email, skype, etc.).**

Generally, staff are required to provide a virtual replication of a school day and advance learning. They will follow a modified period schedule and provide virtual lessons via Zoom or Teams synchronously for a portion of each period. Then, they will provide assignments and virtual discussion board topics for students to engage in debate and apply learning. All professional staff are expected to provide services, accommodations, and commensurate levels of instruction albeit virtually. Spring-Ford follows a 6-day rotation. We will continue our day rotation even if not physically in school. Morning announcements can be communicated via YouTube, Skylerts, and emails. Staff are expected to always be as prepared as possible in the event of an emergency closure.

The district Learning Management System, Canvas, should be used as part of daily classroom routines in all K-12 classes. The district has established a set of Canvas Expectations for guidance. Teachers will clearly outline the schedule and expectations for the day (K-4) or class period (Grades 5-12). This should be posted on the teacher's home page of each Canvas course. Non-classroom instruction positions (such as school counselors, IST, Reading Specialists) will hold office hour support via Zoom or Teams to help students in the afternoon while they are working on asynchronous assignments. This will be communicated directly to students/families by staff.

During the asynchronous time, teachers will be available to students should they need help or have questions. Teachers will communicate with students how they can get a hold of them if they need to do so.

5. Describe the responsibilities of students during a flexible instructional day.

Please make sure that you address the following components in your response for both your primary as well as your contingency plans:

- **How will students participate?**
- **How will students complete assignments or working on ongoing projects?**
- **How will students prove attendance?**
- **To whom and how will students report if they have an issue?**
- **To whom and how will students report if they do not have access to the materials?**

All students are expected to log in to each classroom in Canvas and complete daily lessons and assignments. They will, again, follow the modified schedule on the next day in the rotation and submit all work. Students are expected to participate in online discussions, post to discussion boards, and complete assignments posted to our LMS. The modified schedule will include a combination of synchronous and asynchronous instruction. Attendance will be taken in Zoom or Teams. If a student is not present in Zoom or Teams, then they will be marked absent.

Students that have access to the internet will have access to assignments that are provided by teachers. Any ongoing assignments will be available in Google Drive for students to access. If a project is a physical assignment, students will have access to that content upon the return to school.

Students that do not have access to an internet connection during the time of the closure will have access to materials that were sent home with the student prior to the closure. Following the reopening of school, the student will have access to recordings, time with teachers to receive any academic support that is needed, and have access to the materials that have been posted on Canvas.

If students are having difficulty with accessing the LMS, they will be able to call our Technology Support Center or email the Technology Support Center.

If students are having difficulty with accessing the content in the LMS, they will be able to discuss with their teacher via Zoom or Teams or email.

6. Describe the procedure for tracking student participation (i.e., attendance) during a flexible instructional day.

Please make sure that you address the following components in your response:

- **How do students sign in / how are they accounted for?**
- **How do teachers keep track of attendance? How do teachers keep track of participation? Be sure to differentiate between attendance/participation and receiving credit according to grading policy.**
- **If you are going to use completion of assignments as proof of participation then the assignments must be submitted on the FID or immediately upon return to school.**
- **Students who did not participate during the FID should be reported as having either excused or unexcused absences accordingly.**

Students are expected, simply, to be in attendance. Attendance will be taken in Zoom and is reported in the same manner they report attendance when in-person. They are required to attend their classes virtually via Zoom and/or Teams. Students would, then, be required to engage in instruction and any formative assessments to check for knowledge acquisition and understanding. Any materials that are used for grading purposes will follow outlined grading practices.

Parents can email or call in to the student's home school to report an absence. If the family is having technology difficulties, they can be reported to the Support Center.

Exemplar Lesson Plans

Overview:

Exemplars are designed to progress the learning for all students in support of course objectives and representative of instruction on a flexible instructional day.

Exemplars must include the following design elements: reference standards, establish expectations for instructional outcomes, identify opportunities for accommodations, list resources to be utilized, delineate student participation, and define evidence of learning. Be sure to address accommodations and modifications for these students without Internet access.

Does your LEA offer English Language Arts courses in grades K-8?	Yes
PA Academic Standard(s) Addressed	1.3.4.B- Describe in the depth a character, setting or event in a story or drama drawing on specific details in the text.
Lesson Title	Understanding Characters
Lesson Goals (planned instructional outcomes)	Students will be able to identify character traits by analyzing the character’s thoughts, words and actions.
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	<p>Students will be meeting synchronously over Zoom with the teacher for a 15 minute whole group mini-lesson where the teacher will model how to analyze a character by looking closely at details using a digital version of our online reading text.</p> <p>2. Students will then work through some asynchronous activities during their ELA block time in our LMS system. These activities will include students viewing on a short video on character analysis , continuing to read the online text and completing a character trait organizer (thoughts, words, actions) and then posting in the discussion thread (Give one character trait that describes your character and give evidence from the text to support your thinking...I think my character is _____. I know this because the character stated _____).</p> <p>3. While students work independently at home, the teacher will pull a small group of students to meet for a guided reading lesson where students will read text at instructional level. The teachers will support students before reading with building background and introducing new vocabulary, while reading by prompting students and asking about character and after reading with a short writing response about the character of this book.</p>
Resources (materials and/or tools required to complete the activities)	Digital Version of the text (anchor and leveled text) LMS system for sharing of resources and submission of work Graphic Organizer
Assessment(s) (evidence of learning)	The teacher will observe students' application of the character analysis strategy in small groups. Students will complete an exit ticket that the teacher can review before the afternoon check out. The teachers can discuss misconceptions and do any required re-teaching at that time.

Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.)	Small Group instruction with Leveled Text at instructional level Character Organizer with more supports Discussion Stem Starters Audio of anchor text
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.

Does your LEA offer English Language Arts courses in grades 9-12?	Yes
PA Academic Standard(s) Addressed	1.3.11-12.C- Analyze the impact of the author's choices regarding how to develop and relate elements of a story or drama. 1.3.11-12.D- Evaluate how an author's point of view or purpose shapes the content and style of a text.
Lesson Title	Author's perspective and character development
Lesson Goals (planned instructional outcomes)	Students will analyze how characters are developed and represent social groups of the time period. Students will be able to identify words and phrases that indicate the author's perspective about characters as a part of an overall society.
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	<ol style="list-style-type: none"> 1. Students will watch a short video about Medieval Society and the writing style of Chaucer. (Students who do not have internet access will be provided with a transcript of this video.) 2. After reading the Prologue of Chaucer's Canterbury Tales, students will choose one character to analyze based on the description in the Prologue and the character's tale. An example of this will first be modeled by the teacher, and the students will analyze the model to better understand the learning goals. 3. Students will analyze their chosen character, highlighting the language Chaucer uses to describe him/her, the character's actions, and the theme of the character's tale. This will be completed through a written analysis, which will be supported with evidence from the Prologue and the chosen tale. 4. Students will create a visual representation of their analysis using Google Slides, along with a reflection of

	how this character represented an aspect of Medieval society. (Students who do not have internet access can create a paper version of their slide.)
Resources (materials and/or tools required to complete the activities)	Video: https://study.com/academy/lesson/the-canterbury-tales-medieval-society-feudalism-culture.html Text: Canterbury Tales Technology: Internet, device, Google Slides
Assessment(s) (evidence of learning)	The summative assessment will be the final analysis of the chosen character. Formative assessments include teacher conferences during the literary analysis portion and a formative quiz concerning the language Chaucer uses in relation to the perspective of the societal class.
Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.)	A possible adaptation includes an audio version of the Prologue and chosen tales. Possible scaffolds include model/sample analysis of a character, graphic organizers of major characters introduced in the Prologue, checklists of required elements, chunked work, and teacher check-ins.
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.

Does your LEA offer math courses in grades K-8?	Yes
PA Academic Standard(s) Addressed	CC.2.2.2.A.2- Use mental strategies to add and subtract within 20. CC.2.1.2.B.3- Use place value understanding and properties of operations to add and subtract within 1000.
Lesson Title	Making Ten Strategy
Lesson Goals (planned instructional outcomes)	Children use a strategy to use place value to add within 20.
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	Mental Math and Fluency: students will practice quick look cards. These can be accessed online. Some teachers may have students keep a set at home. The teacher may choose to show these synchronously to the class via zoom.

	<p>Lesson Warm-Up: The teacher will ask students to share ways to make ten. Students can do this on paper, whiteboard, tablet, jamboard, slide, etc. If students agree with an answer given, they may give a thumbs up signal. If they also had that combination, students may give two thumbs up. Students should then put a circle or star to indicate that response was already given. Small strategies such as these keep students engaged in the learning, even when working remotely.</p> <p>Lesson Practice: Students will use the “making ten” strategy to help solve addition problems to 20. Ex: $8 + 7 = 15$</p> <p>A student might say (and use ten frames to show), “I took 2 from the 7 and moved them over to the 8. That filled the ten frame to 10. Now I can add $10 + 5$ more easily.”</p> <p>Rich conversations can be had synchronously with these math talks. The teacher can do formative checks along the way making note of misconceptions and errors.</p> <p>Students will work online OR in their math journals to complete the lesson pages for EDM Math Lesson 2.4. Teachers already have lessons set up for virtual learning and students will be familiar with working on the online EDM platform.</p> <p>Game Options for Off-Line Engagement and Fluency Practice: Penny Plate Game: Students can use a plate and pennies (or cereal, buttons, legos, etc.). Hide some under the plate. The remaining are showing. How many to make 10? 20? Students must figure out how many are hidden under the plate. Fishing for Ten Game: See resources</p>
<p>Resources (materials and/or tools required to complete the activities)</p>	<p>EDM Student Journal Lesson 2.4 Online EDM Lesson 2.4 https://catalog.mcgraw-hill.com/repository/private_data/DOC/50001168/61/24.pdf</p>
<p>Assessment(s) (evidence of learning)</p>	<p>The teacher will do formative checks during synchronous teaching. The teacher will check student work.</p>
<p>Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for adaptations, alternatives, and/or assistive measures)</p>	<p>Teacher will scaffold for students who need further guidance and the teacher will have office hours to support student learning. The teacher may consider working in guided math groups during the lesson.</p>

within the lesson for English Learners and students with IEPs.)	
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.

Does your LEA offer math courses in grades 9-12?	Yes
PA Academic Standard(s) Addressed	<p>CC.2.1.HS.F.5-Choose a level of accuracy appropriate to limitations on measurement when reporting quantities.</p> <p>CC.2.2.8.B.3-Analyze and solve linear equations and pairs of simultaneous linear equations. CC.2.2.HS.D.7 Create and graph equations or inequalities to describe numbers or relationships. CC.2.2.HS.D.9 Use reasoning to solve equations and justify the solution method.</p> <p>CC.2.2.HS.D.10-Represent, solve, and interpret equations/inequalities and systems of equations/inequalities algebraically and graphically.</p>
Lesson Title	Solving Systems of Linear Equations
Lesson Goals (planned instructional outcomes)	<p>Students will use prior knowledge to recall that every point on a line is a solution and solving systems of equations by graphing.</p> <p>Students will be able to represent the solution to a system of equations as a solution to both linear equations.</p> <p>Students will be able to represent the solution to a system in multiple ways such as a point of intersection on a graph of the system; as $x = 3$ and $y = 5$, as a coordinate pair $(3, 5)$ or as an application 3 cheeseburgers and 5 orders of fries.</p>
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	<ol style="list-style-type: none"> 1. The teacher will begin with a formative check/warm up - given the equation $y=2x-4$ what is the value of y when x is 1. 2. The teacher will introduce two new equations $y= x+3$ and $2x +3y = 29$. The teacher will explain that this system could represent going to a fast food restaurant with a group of friends. Where y represents the number of cheeseburgers purchased and x represents the orders of fries purchased. The number of cheeseburgers purchased was three more than the

	<p>number of orders of fries. The cost of fries is \$2 and the cost of cheeseburgers is \$3 and the total cost of all the food was \$29.</p> <p>3. The teacher will demonstrate substitution by using three index cards with the following quantities written on them: y, y, $x+3$. The teacher will demonstrate using the index cards for equal quantities, since $x+3$ is equal to y, we can substitute, $x+3$ into the second equation for y. Can we switch the quantity of $x+3$ into the second equation for y? The class will actively participate in a discussion about what substitute means.</p> <p>4. The teacher will work through the rest of the problem with the substitution. $2x + 3(x+3) = 29$ The teacher will highlight that this strategy has reduced the equation into a one variable equation – something that they are familiar with and have solved many times.</p> <p>5. The teacher will continue to find the value of y after finding x, by again using substitution. The teacher will use the information gained from these steps $x=4$ and $y = 7$ and refer back to step 2 where x and y represented the number of orders of fries and cheeseburgers that were ordered. The teacher will also demonstrate that the equations can be graphed and the resulting point of intersection is the solution (4,7).</p> <p>6. The teacher will have students start problems 6-34 and 6-35 by just setting up the substitution first. Then after checking in with the work, students will solve.</p> <p>7. The teacher will assign homework 6-37 through 6-42 and answers for checking their work. Students will be instructed to turn in work on the class portal.</p>
<p>Resources (materials and/or tools required to complete the activities)</p>	<p>Textbook – CPM Algebra Connections ebook Calculator and Internet</p>
<p>Assessment(s) (evidence of learning)</p>	<p>Formative assessments are provided in the warm ups and during the synchronous lesson with discussion posts and formal quiz checkpoints. The teacher will also provide intermediate check-ins using interactive assessments for students online or for those without internet, students will have preprinted quizzes and assessments to be submitted.</p> <p>A summative assessment will be administered to assess skills involving solving linear systems utilizing strategies such as substitution, elimination and applications of linear systems.</p>
<p>Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for</p>	<p>Teacher will scaffold for students who need further guidance and the teacher will have office hours to support student learning. The use of graphic organizers and providing step by step checks for understanding.</p>

adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.)	As an additional support students will practice with linear equations and systems using this activity in Desmos: https://teacher.desmos.com/activitybuilder/custom/5f343525b3c5a52e3d8880b0
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.

Does your LEA offer science courses in grades 9-12?	Yes
PA Academic Standard(s) Addressed	3.1.B.A.1-Describe the common characteristics of life. Compare and contrast the cellular structures and degrees of complexity of prokaryotic and eukaryotic organisms. Explain that some structures in eukaryotic cells developed from early prokaryotic cells. BIO.A.1.2.1-Compare cellular structures and their functions in prokaryotic and eukaryotic cells.
Lesson Title	Form Fits Function: The Parts of the Cell
Lesson Goals (planned instructional outcomes)	Students will understand the structure and function of specific organelles within a prokaryotic and eukaryotic cell. Students will recognize and be able to identify the organelles within the cell. Students will be able to identify the primary function of each organelle. Students will be able to compare and contrast the prokaryotic and eukaryotic cells, listing their similarities and differences. Students will be able to explain and model how each of the cell's different parts helps the cell to maintain homeostasis.
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	Students will observe Prokaryotic and Eukaryotic Cells. Students will submit via Canvas a "notice and wonder" response. Students will be asked: What do you notice about these two cells. What do you wonder? 2) Students will watch a video that tours the inside of a cell (See Resources) 3) Students will create a Venn Diagram that outlines the differences and similarities of Prokaryotic and Eukaryotic cells.

	<p>4) Students will create a table that lists the different organelles. Students will draw a picture of each organelle labeling the various parts. Students will identify specific characteristics that are important to the function of each organelle. Students will identify the primary function of each organelle. Students will answer the question “How does the structure of the organelle help it to perform a specific job?”</p> <p>5) Students will participate in an interactive Science Lab Simulation.</p>
Resources (materials and/or tools required to complete the activities)	<p>1) “Inside Cells.” Discovery Education, Ancient Lights, 2014, app.discoveryeducation.com/learn/videos/04a62013-0dad-4595-a77a-e5ef5def7af4.</p> <p>2) “Science Lab: Cells.” Discovery Education, iKnowthat.com, 2005, app.discoveryeducation.com/learn/player/5700ea23-888e-423a-a7dc-324d049de0c8.</p>
Assessment(s) (evidence of learning)	<p>1) Prokaryotic and Eukaryotic Cells Venn Diagram 2) Table of Organelles 3) Lab Simulation</p>
Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.)	<p>Student can be provided with a scaffolded template for the Venn Diagram and the Table of Organelles. Fill-in-the-Blank Notes page Students can submit their work via Canvas by creating a video in lieu of typing responses.</p>
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	<p>All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.</p>

Does your LEA offer social studies courses in grades 9-12?	Yes
PA Academic Standard(s) Addressed	<p>8.1.9.A- Analyze chronological thinking. 8.1.9.B- Analyze and interpret historical sources. 8.3.9.B- Identify and analyze primary documents, material artifacts, and historical sites important in United States history 1787-1914.</p>

Lesson Title	The end of the Civil War and the Gettysburg Address
Lesson Goals (planned instructional outcomes)	Students will be able to explain the importance of Gettysburg during the Civil War and relate this information to reasons Lincoln chose Gettysburg for to deliver his address. Students will be able to identify the central idea presented in the Gettysburg Address.
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	<ol style="list-style-type: none"> 1. Students will watch a short video depicting the importance of the Battle of Gettysburg. (Students who do not have internet access will be provided with a transcript of this video.) 2. Students will brainstorm and discuss the reasons that Lincoln chose Gettysburg for the location of his Address. 3. Students will analyze the literary meaning of the Gettysburg Address and identify the central idea and essential content of the speech. 4. Students will create a visual representation of the key ideas presented in the Gettysburg Address using Google Slides (Students who do not have internet access can create a paper version of their slide.)
Resources (materials and/or tools required to complete the activities)	<p>Video: https://study.com/academy/lesson/battle-of-gettysburg-facts-summary-significance.html Text: Lincoln’s Gettysburg Address Technology: Internet, device, Google Slides</p>
Assessment(s) (evidence of learning)	<p>The summative assessment will be the visual representation of the major elements related to time periods presented by Lincoln in the Gettysburg Address.</p> <p>A formative assessment includes teacher conferences during the literary analysis portion of the lesson.</p>
Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.)	<p>Possible scaffolds include model/sample analysis, graphic organizers of major events of the Civil War, checklists of required elements, chunked work, and teacher check ins.</p> <p>Possible accommodations include a transcript of the Battle of Gettysburg video and an audio version of the Gettysburg Address.</p>
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	All students have a district-provided device. For students who have issues with internet access, data cards can be provided as needed. Recordings of instruction can be shared and asynchronous activities can be submitted at a later point in time when returning to the building to allow for needed flexibility.

Does your public school entity offer five (5) or more PDE approved CTE courses?	No
PA Academic Standard(s) Addressed	
Lesson Title	
Lesson Goals (planned instructional outcomes)	
Activities (step-by-step directions for ensuring active student participation in support of planned instructional outcome)	
Resources (materials and/or tools required to complete the activities)	
Assessment(s) (evidence of learning)	
Opportunities for Accommodations and Modifications that are provided for learners by instructors during the Flexible Instruction Day, not after the student returns to school (insert options for adaptations, alternatives, and/or assistive measures within the lesson for English Learners and students with IEPs.)	
Adaptations for Students Without Internet Access (how will you provide instruction/alternative pathways for lesson completion for those without Internet access so that the work is completed at home during the FID and not when they return to school)	

Assurances

- Staff, students, and parents shall be made aware of notification procedures prior to the institution of a flexible instructional day and the means of notification shall be fully accessible. *
- Responsibilities shall be agreed upon and expectations shall be communicated to all staff, students, and parents prior to the institution of a flexible instructional day.*

- Attendance shall be strictly enforced in compliance with Article XIII during a flexible instructional day. *
- Students shall be provided health services during a flexible instructional day in compliance with Article XIV. Free Appropriate Public Education (FAPE) shall be afforded all students during a flexible instructional day in compliance with the Individuals with Disabilities Education Act (IDEA). *
- Should technology ever be employed during a flexible instructional day, policies and measures are in place to ensure the cyber-safety and security of students accessing online school services and digital resources. *
- Should technology ever be employed during a flexible instructional day, technical assistance and support shall be provided, as appropriate, to ensure access to instruction and resources. *

Book	Policy Manual
Section	000 Local Board Procedures
Title	Membership
Code	004
Status	Draft (PSBA 08/19)
Adopted	March 25, 1991
Last Revised	November 26, 2001

Number

The Board shall consist of nine (9) members.[1]

The Superintendent shall have a seat on the Board and the right to speak on all matters, but not the right to vote.[2]

Qualifications

Each school director shall meet the following qualifications:

1. Be of good moral character, be at least eighteen (18) years of age, have been a resident of the district for at least one (1) year prior to the date of election or appointment, and not be a holder of any office or position as specified in Section 322 of the School Code; nor shall the individual be a member of the municipal council.[3]
2. Shall not have been removed from any office of trust under federal, state or local laws for any malfeasance in such office.[4]
3. Shall not be engaged in a business transaction with the school district, be employed by the school district, or receive pay for services from the school district, except as provided by law.[5][6]
4. Shall take and subscribe to the oath or affirmation prescribed by statute before entering the duties of the office.[7]
5. Shall file a statement of financial interests with the Board Secretary or designee at the following times:[8][9][10][11]
 - a. Before taking the oath of office or entering upon duties.
 - b. Annually by May 1 while serving on the Board.
 - c. By May 1 of the year after leaving the Board.

Election

Election of members of the Board shall be in accordance with law.[13]

Vacancies

A vacancy shall occur by reason of death, resignation, removal from a district or region, or otherwise. Such vacancy shall be filled in accordance with the School Code and Sunshine Act and by appointment by a majority vote of the remaining members of the Board within thirty (30) days of the occurrence of the vacancy.
[14][15][16][17][18][19]

If a vacancy occurs during the last two (2) years of the former school director's term, the individual appointed to fill that vacancy shall serve for the remainder of the term. If a vacancy occurs during the first two (2) years of the term, the new appointee shall serve only until the first Monday in December following the first municipal election that is scheduled for more than sixty (60) days after the vacancy occurred.[14]

When a majority of the memberships are vacant, such vacancies shall be filled by the Court of Common Pleas of **Montgomery** County.[15][16]

Temporary Vacancy – Active Military Service –

A temporary vacancy shall be declared when a school director is ordered to active duty in the military forces of the United States for a period of more than thirty (30) days. The temporary vacancy shall be filled in accordance with the School Code and Sunshine Act and by appointment by a majority vote of the remaining members of the Board within thirty (30) days of the occurrence of the temporary vacancy. The school director so appointed shall serve either until the school director returns from active duty or until expiration of the term for which s/he was elected, whichever occurs first.[14][19][20]

Term

In election years, the term of office for all newly elected and re-elected school directors shall begin on the first Monday in December. The term of office of each school director shall be four (4) years, expiring on the first Monday of December of the fourth year of service.[1][14]

The term of office for an individual appointed or elected to fill a Board vacancy shall be determined by the number of years remaining on the term the school director was appointed or elected to fill, as stated above under Vacancies.[14]

Removal

Whenever a school director is no longer a resident of **The Spring-Ford Area** School District or the region they represent, eligibility to serve on the Board shall cease.[14][21]

If a school director shall neglect or refuse to attend two (2) successive regular meetings of the Board virtually or in person, unless detained by sickness or prevented by necessary absence from the district, or if in attendance at any meeting they shall neglect or refuse to act in an official capacity as a school director, the remaining members of the Board may declare such office vacant on the affirmative vote of a majority of the remaining members of the Board.[18][22]

If a person elected or appointed as a school director, having been notified, shall refuse or neglect to qualify as such director, the remaining members may, within ten (10) days following the beginning of the school director's term of office, declare said office vacant on the affirmative vote of a majority of the remaining members of the Board.[18][22]

Orientation

The Board believes that the preparation of each school director for the performance of duties is essential to the effectiveness of the Board's functioning. The Board shall encourage each new school director to understand the functions of the Board, acquire knowledge of matters related to the operation of the schools, and review Board procedures and policies.

Accordingly, each new school director shall, no later than the first regular meeting, be provided access to the following items during the school director's term on the Board:

1. The Board Policy Manual and referenced administrative regulations.
2. The current budget statement, audit report and related fiscal materials.
3. District information on comprehensive planning, curriculum, assessments, facilities planning and district programs.
4. The Board's adopted Principles for Governance and Leadership.[23]

Each new school director shall be invited to meet with the Board President, Superintendent, and Board Secretary to discuss Board functions, procedures and policy.

Inservice Educational Opportunities and Required Training Programs

The Board places a high priority on the importance of a planned and continuing program of education and training for its members. The purpose of the planned program shall be to enhance the quality and effectiveness of the Board's governance and leadership by providing both inservice educational opportunities and required school director training by an approved provider.

The Board shall make every effort to keep the school community informed about the Board's continuing inservice education and training and the anticipated short and long-term benefits to the district and its schools.[24]

Inservice Education -

The Board, in conjunction with the Superintendent, shall plan specific inservice education programs and activities designed to assist school directors to improve their skills as policy-making leaders; expand their knowledge about issues, programs, and initiatives affecting the district's educational programs and student achievement; and deepen their insights into the nature of leadership, governance and community engagement.

The Board shall annually budget funds to support its planned program of inservice education and training.

The Board establishes the following activities as the basis for its planned program of inservice education and training:

1. Participation in School Board conferences, workshops and conventions.[25]
 - a. The Superintendent shall inform school directors, in a timely manner, of upcoming conferences, workshops and conventions.

- b. When a conference, workshop or convention is not attended by the full Board, those who do participate shall share information, recommendations and materials acquired at the meeting that will be beneficial to the district.
2. District-sponsored inservice education and training programs designed to meet Board needs.
3. Subscriptions to publications addressing school directors' concerns.
4. Maintenance of current resources and reference materials accessible to school directors.

***Required Training Program: Newly Elected or Appointed School Directors* -[26]**

Each newly elected or appointed school director shall complete a training program consisting of at least five (5) hours of instruction, including, at a minimum, information regarding:

1. Instruction and academic programs, to include, but not be limited to, a minimum of one (1) hour of instruction on best practices related to trauma-informed approaches.
2. Personnel.
3. Fiscal management.
4. Operations.
5. Governance.
6. Ethics and open meetings, to include accountability requirements.

***Required Training Program: Re-elected or Re-appointed School Directors* -[26]**

Each re-elected or re-appointed school director shall, within one (1) year after such re-election or re-appointment, complete an advanced training program consisting of at least three (3) hours of instruction, including:

1. Information on relevant changes to federal and state public school law and regulations.
2. Fiscal management.
3. Trauma-informed approaches.
4. Other information deemed appropriate by the PA Department of Education to enable school directors to serve effectively.

Expenses [7]

Funds for school director education and training shall be budgeted on an annual basis.

Each school director shall receive Board approval prior to attending a conference, workshop or convention at Board expense.

When attendance has been authorized by the Board, school directors, a nonmember Board Secretary, and solicitor(s) shall be reimbursed for actual and necessary expenses incurred as delegates to any state convention or association of school directors' convention held within the state, or for attendance at any other meeting held within the state or at an educational convention out-of-state. All such expenses shall be itemized

and made available for public inspection at the next succeeding Board meeting. Expenses shall be reimbursed by the Treasurer in the usual manner, upon presentation of an itemized, verified statement.[27]

Advance payments may be made upon presentation of estimated expenses to be incurred, to be followed by a final itemized, verified statement of such expenses actually incurred, and a refund shall be made to the district of such funds remaining, or an additional payment shall be made by the district to meet the verified expenses actually incurred.[27]

No school director shall be reimbursed for more than two (2) out-of-state meetings in one (1) school year.

Reimbursement shall be limited to actual expenses incurred, and shall not include or be construed to include compensation to individual school directors.[7]

Student Representation

The Board authorizes student representation on the Board in order to facilitate effective communication and to provide an opportunity for students to participate in school governance.

Code of Ethics

As a member of my local Board of Education, representing all the citizens of my school district, I recognize:

1. That my fellow citizens have entrusted me with the educational development of the children and youth of this community.
2. That the public expects my first and greatest concern to be in the best interest of each and every one of these young people without distinction as to who they are or what their background may be.
3. That the future welfare of this community, of this state, and of the nation depends in the largest measure upon the quality of education we provide in the public schools to fit the needs of every learner.
4. That my fellow Board members and I must take the initiative in helping all the people of this community to have all the facts, all the time, about their schools, to the end that they will readily provide the finest possible school program, school staff, and school facilities.
5. That legally, the authority of the Board is derived from the General Assembly which ultimately controls the organization and operation of the school district and which determines the degree of discretionary power left with the Board and the people of this community for the exercise of local autonomy.
6. That I must never neglect my personal obligation to the community and my legal obligation to the state, nor surrender these responsibilities to any other person, group, or organization; but that, beyond these, I have a moral and civic obligation to the nation which can remain strong and free only so long as public schools in the United States of America are kept free and strong.

In view of the foregoing considerations, it shall be my endeavor:

(Attachment A7)

1. To devote time, thought, and study to the duties and responsibilities of a School Board member so that I may render effective and creditable service.
2. To work with my fellow Board members in a spirit of harmony and cooperation in spite of differences of opinion that arise during vigorous debate of points at issue.
3. To base my personal decision upon all available facts in each situation; to vote my honest conviction in every case, unswayed by partisan bias of any kind; thereafter to abide by and uphold the final majority decision of the Board.
4. To remember at all times that as an individual I have no legal authority outside the meetings of the Board, and to conduct my relationships with the school staff, the local citizenry, and all media of communication on the basis of this fact.
5. To resist every temptation and outside pressure to use my position as a School Board member to benefit either myself or any other individual or agency apart from the total interest of the school district.
6. To recognize that it is as important for the Board to understand and evaluate the educational program of the schools as it is to plan for the business of school operation.
7. To bear in mind under all circumstances that the primary function of the Board is to establish the policies by which the schools are to be administered, but that the administration of the educational program and the conduct of school business shall be left to the employed Superintendent of Schools and the professional and non-professional staff.
8. To welcome and encourage active cooperation by citizens, organizations, and the media of communication in the district with respect to establishing policy on current school operation and proposed future developments.
9. To support my State and National School Board Associations.
10. Finally, to strive step by step toward ideal conditions for most effective School Board service to my community, in a spirit of teamwork and devotion to public education as the greatest instrument for the preservation and perpetuation of our respective democracy.

Legal

1. 24 P.S. 303
2. 24 P.S. 1081
3. 24 P.S. 322
4. 24 P.S. 323
5. 24 P.S. 324
6. 65 Pa. C.S.A. 1101 et seq
7. 24 P.S. 321
8. 51 PA Code 15.2
9. 51 PA Code 15.3
10. 65 Pa. C.S.A. 1102
11. 65 Pa. C.S.A. 1104
12. 65 Pa. C.S.A. 1105
13. 24 P.S. 301 et seq
14. 24 P.S. 315
15. 24 P.S. 316
16. 24 P.S. 317
17. 24 P.S. 318
18. 24 P.S. 319

19. 65 Pa. C.S.A. 701 et seq
20. 24 P.S. 407
21. 65 P.S. 91
22. Pol. 006
23. Pol. 011
24. Pol. 901
25. 24 P.S. 516
26. 24 P.S. 328
27. 24 P.S. 516.1
24 P.S. 519
Pol. 331

Book	Policy Manual
Section	000 Local Board Procedures
Title	Organization
Code	005
Status	Draft
Adopted	March 25, 1991
Last Revised	April 25, 2016

Organization Meeting

The Board members shall meet and organize annually during the first week in December. Notice of the time and place of the organization meeting shall be given to all Board members by mail at least five (5) days before the proposed meeting by the Board Secretary. The organization meeting shall be a regular meeting.[\[1\]](#)[\[4\]](#)[\[22\]](#)[\[23\]](#)

Order

The organization meeting shall be called to order by the past President, who shall preside over the election of a temporary President from among the hold-over Board members. The Board Secretary shall be secretary of the meeting. In an election year, the certificates of election or appointment of all new Board members shall be read, and a list shall be prepared of the legally elected or appointed and qualified Board members.[\[1\]](#)[\[2\]](#)

The temporary President may administer the oath or affirmation of office to those Board members who have not previously taken and subscribed to the same.[\[3\]](#)[\[1\]](#)

Officers

Election of officers shall be by a majority vote of those present and voting. Where no such majority is achieved on the first ballot, a second ballot shall be cast for the two (2) candidates who received the greatest number of votes.

1. The school directors shall annually, during the first week in December, elect from their members a President and Vice-President who shall serve for one (1) year.[\[4\]](#)
2. The school directors shall annually, during the month of May, elect a Treasurer who shall serve for one (1) year beginning the first day of July after such election. The Treasurer may be a corporation duly qualified and legally authorized to transact a fiduciary business in the Commonwealth.[\[4\]](#)

The Treasurer shall not enter upon his/her duties until furnishing bond in accordance with law and with Board approval. The Treasurer shall be compensated in the manner and at the rate determined by the Board.[\[5\]](#)[\[6\]](#)[\[9\]](#)

3. The school directors shall, during the month of May in every fourth year, elect a Secretary who shall serve a term of four (4) years beginning the first day of July following such election.[\[4\]](#)

The Secretary shall not enter upon his/her duties until furnishing bond in accordance with law and with Board approval. The Secretary shall be compensated in the manner and at the rate determined by the Board.[\[7\]](#)[\[8\]](#)[\[9\]](#)

Vacancies in any office shall be filled by Board action, and such appointed officers shall serve for the remainder of the unexpired term.

The same school director may not hold more than one (1) office of the Board. No commissioned officer or professional employee of the Board shall serve, temporarily or permanently, as an officer of the Board.[\[10\]](#)[\[4\]](#)

Officers of the Board may be removed from office for incompetency, intemperance, neglect of duty, violation of the school laws of the Commonwealth, or other improper conduct, provided that the officer charged shall have been given due notice of the reasons and an opportunity for a hearing. Removal shall be approved by the affirmative vote of a majority of the full number of school directors.[\[11\]](#)

Appointments

The Board shall appoint:

1. A tax collector, where a tax collector is not elected to collect taxes, there is a vacancy or an elected tax collector refuses to qualify.[\[12\]](#)[\[13\]](#)
2. School physician(s).[\[14\]](#)
3. School dentist(s).[\[14\]](#)
4. Solicitor.[\[10\]](#)[\[15\]](#)
5. Assistant Secretary.[\[16\]](#)
6. Independent auditor.[\[17\]](#)
7. Delegates to a state convention or association of school directors.[\[18\]](#)
8. Assistants, clerks and employees as the Board deems necessary.[\[15\]](#)[\[19\]](#)

Appointees of the Board may be removed from office for incompetency, intemperance, neglect of duty, violation of the school laws of the Commonwealth, or other improper conduct, provided that the appointee charged has been given due notice of the reasons and an opportunity for a hearing. Removal shall be approved by the affirmative vote of a majority of the full number of school directors.[\[11\]](#)

Resolutions

The Board may at the organization meeting, but shall prior to July 1 next following, designate a:

1. Depository(s) for school funds.[\[20\]](#)
2. Newspaper(s) of general circulation as defined in law.[\[21\]](#)
3. Normal day, place and time for regular meetings.[\[22\]](#)
4. Normal day, place and time for open committee meetings.

Committees

Committees of Board members shall conduct studies, make recommendations on matters and subjects discussed as charged by the Board, act in an advisory capacity, but shall not take action on behalf of the Board.

Committees shall consist of no more than four (4) members. In the absence of a quorum (2 members), the chair may designate an alternate. The committee shall not meet unless a quorum is present.

Members shall be appointed by the President. Any action or recommendation by a committee shall still require formal action and approval by the School Board as a whole.

A member may request or refuse appointment to a committee.

Refusal to serve on any one committee shall not be grounds for failure to appoint a member to another committee.

The President may appoint as soon as possible after the organization meeting the members of the Board to the designated committees of the Board, where they shall serve a term of one (1) year.

The President shall appoint the Chairperson of each committee. The Chairperson shall report for the committee and prepare minutes for open committee meetings. The Chairperson shall recommend to the Board motions from the committee.

The standing committees of the Board are:

1. Ad Hoc (will be comprised of the senior member from each of the three (3) regions to meet on an as-needed basis). The term **Senior** means the total number of years of service on the Spring-Ford Area Board of School Directors.
2. Personnel.
3. Community Relations.
4. Curriculum/Technology.
5. Finance.

6. Extracurricular. (Programs and activities outside the regular program of courses during the school day, including the arts, athletics, clubs and other activities.)
7. Policy.
8. Property.
9. Superintendent Evaluation.

Specific duties may be assigned to the Ad Hoc Committee based upon the vote of the majority of the School Board as a whole.

Legal

1. 24 P.S. 402
2. 24 P.S. 426
3. 24 P.S. 321
4. 24 P.S. 404
5. 24 P.S. 436
6. 24 P.S. 438
7. 24 P.S. 431
8. 24 P.S. 432
9. Pol. 811
10. 24 P.S. 324
11. Pol. 006
12. 24 P.S. 508
13. 24 P.S. 683
14. 24 P.S. 1410
15. 24 P.S. 406
16. 24 P.S. 434
17. 24 P.S. 2401
18. 24 P.S. 516
19. 24 P.S. 1089
20. 24 P.S. 621
21. 24 P.S. 106
22. 24 P.S. 421
23. 24 P.S. 401

Book	Policy Manual
Section	000 Local Board Procedures
Title	Board Committee Agenda and Minutes
Code	005.1
Status	Draft
Adopted	February 25, 2002
Last Revised	August 22, 2022

Board committees shall comply with all applicable requirements of state law. The Board Chairperson is responsible for the orderly progress of the meeting and may take steps necessary to advance the agenda, in accordance with Board policy and procedure and applicable law.[\[1\]](#)

Agenda

All Board committees shall use the following format for preparation of the committee agenda:

1. Call to Order by Chairperson.
2. Public to be Heard on Agenda Items Only.
3. Acceptance of Minutes of the Previous Meeting(s).
4. Items to be Discussed:
 - a. Old Business.
 - b. New Business.
5. Items Recommended for Discussion at the Next Board Meeting.
6. Preparation for Next Meeting's Agenda. Proposals for the Next Committee Agenda.
7. Board Comment
8. Public to be heard on topics related to business of committee holding the meeting.
9. Adjournment.

Next meeting is (date).

Minutes

The minutes of each committee meeting shall follow the agenda for the meeting. Minutes shall be prepared by the Committee Chairperson immediately following the

meeting and given to the Superintendent. Each agenda item shall note the action taken. The minutes shall comply with applicable law.

Legal

1. 65 Pa. C.S.A. 701 et seq

Pol. 005

Pol. 006

Book	Policy Manual
Section	200 Pupils
Title	Food Allergy Management
Code	209.1
Status	Draft
Adopted	
Last Revised	

Purpose

The Board is committed to providing a safe and healthy environment for students with severe or life-threatening food allergies and shall establish policy to address food allergy management in District schools in order to:

1. Reduce and/or eliminate the likelihood of severe or potentially life-threatening allergic reactions.
2. Ensure a rapid and effective response in the case of a severe or potentially life-threatening allergic reaction.
3. Protect the rights of students by providing them, through necessary accommodations when required, the opportunity to participate in all school programs and activities, including classroom parties and field trips.

The focus of food allergy management shall be on prevention, education, awareness, communication and emergency response.

Authority

The Board adopts this policy in accordance with applicable state and federal laws and regulations, and the guidelines established jointly by the PA Department of Education and PA Department of Health on managing severe or life-threatening food allergies in the schools.[\[1\]](#)

Definitions

Food allergy - an abnormal, adverse reaction to a food that is triggered by the body's immune system.

Medical Plans of Care - written documents individualized for a particular student with a severe or life-threatening food allergy to address the student's needs throughout the school day, may include:

1. **Emergency Care Plan (ECP)** - an emergency plan of care based on the student's medical needs. The plan will be available to all school personnel who have responsibilities for the student which specifically describes how to recognize a food allergy emergency and what to do when signs or symptoms of these conditions are observed.
2. **Individualized Health Plan (IHP)** - a medical plan of care developed by the school nurse that provides written directions for the individual student's healthcare needs.

3. **Related Services Component in Individualized Education Program (IEP)** - that part of an IEP for a student receiving special education and related services which includes reference to development and implementation of an IHP and ECP for students with a documented severe or life-threatening food allergy as well as identifying the medical accommodations, educational aids and services to address the student's needs.[2]
4. **Section 504 Service Agreement** - a medical plan of care which references accommodations, educational aids and services a student with a documented severe or life-threatening food allergy requires in order to have equal access to educational programs, nonacademic services and extracurricular activities as students without food allergies.[3]

Guidelines

Appropriate medical plans will be developed for students with diagnosed severe food allergies. Plans shall be developed by the school nurse and may include collaboration with the student's healthcare provider, the student's persons in parental relations, District or school nutrition staff, the student, and any other appropriate persons.

A complete set of a student's current medical plans of care related to food allergies shall be maintained by the school nurse. Medical plans (IHPs/ECPs) may include both preventative measures to help avoid accidental exposure to allergens and emergency care in the event of an exposure.[4][5]

Accommodating Students With Disabling Special Dietary Needs

Students with food allergies may be identified, evaluated and determined to be disabled, in which case the District shall make appropriate accommodations, substitutions or modifications in accordance with the student's medical needs.[3][2]

The District must provide reasonable accommodations, substitutions or modifications for students with disabling dietary needs. The student's physician shall provide documentation regarding the student's dietary needs.

Students who fall under this provision must obtain and provide a written medical statement signed by a licensed physician. The medical statement must identify:[6]

1. The student's special dietary disability.
2. An explanation of why the disability restricts the student's diet.
3. The major life activity(ies) affected by the disability.
4. The food(s) to be omitted from the student's diet.
5. The food or choice of foods that must be provided as the substitute.

Confidentiality

The District may share information of students with food allergies, to those staff members with legitimate educational interest in the information. District staff shall maintain the confidentiality of student records as required by law, regulations and Board policy.[7][8][9]

Delegation of Responsibility

The Superintendent or designee, in coordination with the school nurse, school nutrition services staff, and other pertinent staff, shall develop administrative regulations to implement this policy or adopt as administrative regulations the suggested guidelines developed by the Pennsylvania Departments of Education and Health and National School Boards Association (NSBA) guidance on managing severe or life-threatening food allergies in District schools, including all classrooms and instructional areas, school cafeterias, outdoor activity areas, on school buses, during field trips, and during school activities held before the school day and after the school day. The District shall provide training to those staff members who are responsible for a child with a food allergy.
[10][11][12][13][16]

Administrative regulations should address the following components:

1. Identification of students with food allergies and provision of school health services.[14]
2. Development and implementation of individual health plans.
3. Medication protocols, including methods of storage, access and administration.[4][5]
4. Storage areas and access of emergency epinephrine shall be determined by the school nurse.
5. Development of a comprehensive and coordinated approach to creating a healthy school environment.[11]
6. Communication and confidentiality.[7][8][9]
7. Emergency response.[15]
8. Professional development and training for school personnel.
9. Awareness education for students.
10. Awareness education and resources for parents/guardians.
11. Monitoring and evaluation.

The Superintendent or designee shall annually notify students, persons in parental relations, staff and the public about the District's food allergy management policy by publishing such in the student planner and on the District's website.

Legal

1. 24 P.S. 1422.3
2. Pol. 113
3. Pol. 103.1
4. Pol. 210
5. Pol. 210.1
6. 7 CFR 15b.40
7. Pol. 113.4
8. Pol. 209
9. Pol. 216
10. Pol. 121
11. Pol. 246
12. Pol. 808
13. Pol. 810

14. Pol. 146
15. Pol. 805
24 P.S. 1422.1
22 PA Code 12.41
20 U.S.C. 1232g
20 U.S.C. 1400 et seq
29 U.S.C. 794
42 U.S.C. 12101 et seq
7 CFR Part 15
28 CFR Part 35
34 CFR Part 99
34 CFR Part 104
34 CFR Part 300
Pol. 103
Safe at Schools and Ready to Learn: A Comprehensive Policy Guide for Protecting
Students with Life-Threatening Food Allergies – National School Boards Association
Pennsylvania Guidelines for Management of Food Allergies in Schools:
Recommendations and Resource Guide for School Personnel – Pennsylvania
Departments of Education and Health
16. 24 P.S. 1414.2

Book	Policy Manual
Section	200 Pupils
Title	Tobacco and Vaping Products
Code	222
Status	Draft (PSBA 2/20)
Adopted	March 25, 1991
Last Revised	August 24, 2015

Purpose

The Board recognizes that tobacco and vaping products, including electronic cigarettes, present a health and safety hazard that can have serious consequences for users, nonusers and the school environment. The purpose of this policy is to prohibit student possession, use, purchase and sale of tobacco and vaping products, including electronic cigarettes.

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products and other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with state law, shall be defined to include the following:[\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, a vaping pen or device, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
 - a. Tobacco, whether in its natural or synthetic form; or
 - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled. NOTE: *This exception shall be governed by Board policy relating to Medications.*[\[3\]](#)
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. NOTE: *Guidance issued by the PA Department of Health directs schools to prohibit*

possession of any form of medical marijuana by students at any time on school property or during any school activities on school property. This exception shall be governed by Board policy relating to Controlled Substances/Paraphernalia.[4]

Authority

The Board prohibits possession, use, purchase or sale of tobacco products, including other e-cigarettes, regardless of whether such products contain tobacco or nicotine, by or to students at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; on property owned, leased or controlled by the school district; or at school-sponsored activities that are held off school property.[\[1\]](#)[\[2\]](#)[\[5\]](#)

The Board prohibits student possession or use of products marketed and sold as tobacco cessation products or for other therapeutic purposes, except as authorized in the Board's Medication policy.[\[3\]](#)

The Board prohibits student possession of any form of medical marijuana at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; on property owned, leased or controlled by the school district; or at school-sponsored activities that are held off school property.[\[4\]](#)

The Board authorizes the confiscation and disposal of products prohibited by this policy.

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall notify students, persons in parental relations and staff about the Board's tobacco products policy by publishing information in student handbooks, parental newsletters, posters, and by other efficient methods, such as posted notices, signs and on the district website.[\[2\]](#)

Reporting

Parental Report –

The Superintendent or designee shall notify the person in parental relation of any student directly involved in an incident involving possession, use, purchase or sale of a tobacco product immediately, as soon as practicable. The Superintendent or designee shall inform the person in parental relation whether the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the person in parental relation.[\[6\]](#)[\[7\]](#)[\[8\]](#)

Office for Safe Schools Report -

The Superintendent shall annually, by July 31, report all incidents of possession, use or sale of tobacco products by students to the Office for Safe Schools on the required form.[8][9]

Law Enforcement Incident Report –

The Superintendent or designee may report incidents of possession, use or sale of tobacco products by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the school or local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[1][2][6][8][9][10][11]

Guidelines

A student who violates this policy shall be subject to prosecution initiated by the district and, if convicted, shall be required to pay a fine for the benefit of the district, plus court costs. In lieu of the imposition of a fine, the court may admit the student to an adjudication alternative.[2]

Tampering with devices installed to detect use of tobacco products shall be deemed a violation of this policy and subject to disciplinary action.[12]

Students with Disabilities

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[8][13][14][15][16][17]

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Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. Pol. 210
4. Pol. 227
5. 20 U.S.C. 7973
6. 22 PA Code 10.2
7. 22 PA Code 10.25
8. Pol. 805.1
9. 24 P.S. 1303-A
10. 22 PA Code 10.22
11. 24 P.S. 1302.1-A
12. Pol. 218
13. 20 U.S.C. 1400 et seq
14. 22 PA Code 10.23
15. Pol. 103.1

16. Pol. 113.1

17. Pol. 113.2

24 P.S. 510

20 U.S.C. 7114

20 U.S.C. 7118

20 U.S.C. 7971 et seq

34 CFR Part 300

Pennsylvania Department of Health Medical Marijuana Guidance for Schools and School Districts

Book	Policy Manual
Section	200 Pupils
Title	Controlled Substances/Paraphernalia
Code	227
Status	Draft (PSBA 3/22)
Adopted	March 25, 1991
Last Revised	August 24, 2015

Purpose

The Board recognizes that the abuse of controlled substances is a serious problem with legal, physical and social implications for the whole school community. As an educational institution, the schools shall strive to prevent abuse of controlled substances.

Definitions

For purposes of this policy, **controlled substances** shall include all:[\[1\]](#)[\[2\]](#)

1. Controlled substances prohibited by federal and state laws.
2. Look-alike drugs.
3. Alcoholic beverages.
4. Anabolic steroids.
5. Drug paraphernalia, including, but not limited to, specifically designed/marketed THC vape chargers.
6. Any volatile solvents or inhalants, such as but not limited to glue and aerosol products.
7. Substances that when ingested cause a physiological effect that is similar to the effect of a controlled substance as defined by state or federal law.
8. Prescription or nonprescription (over-the-counter) medications, except those for which permission for use in school has been granted pursuant to Board policy.[\[3\]](#)[\[4\]](#)

For purposes of this policy, “**under the influence**” shall include any consumption or ingestion of controlled substances by a student.

For purposes of this policy, **look-alike drugs** shall include any pill, capsule, tablet, powder, plant matter or other item or substance that is designed or intended to resemble a controlled substance prohibited by this policy, or is used in a manner likely to induce others to believe the material is a controlled substance.

Authority

The Board prohibits students from using, possessing, distributing, and being under the influence of any controlled substances 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 to and from school-sponsored activities.[\[5\]](#)[\[6\]](#)[\[7\]](#)

The Board may require participation in drug counseling, rehabilitation, testing or other programs as a condition of reinstatement into the school's educational, extracurricular or athletic programs resulting from violations of this policy.

In the case of a student with a disability, including a student for whom an evaluation is pending, the district shall take all steps required to comply with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)
Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property **or during nonschool hours/school events to the same extent as provided in Board policy on student discipline including virtual/cyber environments.**[\[14\]](#)

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations to identify and control substance abuse in the schools which:

1. Establish procedures to appropriately manage situations involving students suspected of using, possessing, being under the influence, or distributing controlled substances.[\[15\]](#)[\[16\]](#)[\[17\]](#)
2. Disseminate to students, persons in parental relations and staff the Board policy and administrative regulations governing student use of controlled substances.
3. {x} Provide education concerning the dangers of abusing controlled substances.
4. { } Establish procedures for education and readmission to school of students convicted of offenses involving controlled substances.

Guidelines

Violations of this policy shall result in disciplinary action up to and including expulsion and referral for prosecution.[\[14\]](#)[\[18\]](#)[\[19\]](#)

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents involving possession, use or sale of controlled substances on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the local police department that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies.[\[13\]](#)[\[15\]](#)[\[16\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)

The Superintendent or designee shall notify the person in parental relation of any student directly involved in an incident involving possession, use or sale of controlled substances as a victim or suspect immediately, or as soon as practicable. The Superintendent or designee shall inform the person in parental relation whether or not the local police department that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the person in parental relation.[\[13\]](#)[\[20\]](#)[\[23\]](#)

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of possession, use or sale of controlled substances to the Office for Safe Schools.[13][16]

In all cases involving students and controlled substances, the need to protect the school community from undue harm and exposure to drugs shall be recognized.

{x} No student may be admitted to a program that seeks to identify and rehabilitate the potential abuser without the intelligent, voluntary and aware consent of the student and person in parental relation.

Anabolic Steroids

The Board prohibits the use of anabolic steroids by students involved in school-related athletics, except for a valid medical purpose. Body building and muscle enhancement, increasing muscle bulk or strength, or the enhancement of athletic ability are not valid medical purposes. Human Growth Hormone (HGH) shall not be included as an anabolic steroid.[24]

Students shall be made aware of the dangers of steroid use; that anabolic steroids are classified as controlled substances; and that their use, unauthorized possession, purchase, or sale could subject students to suspension, expulsion and/or criminal prosecution.[18][25]

Reasonable Suspicion/Testing

If based on the student's behavior, medical symptoms, vital signs or other observable factors, the building principal has reasonable suspicion that the student is under the influence of a controlled substance, the student may be required to submit to drug or alcohol testing. The testing may include but is not limited to the analysis of blood, urine, saliva, or the administration of a Breathalyzer test.

Legal

1. 35 P.S. 780-102
2. 21 U.S.C. 812
3. Pol. 210
4. Pol. 210.1
5. 24 P.S. 510
6. 24 P.S. 511
7. 22 PA Code 12.3
8. 20 U.S.C. 1400 et seq
9. 22 PA Code 10.23
10. Pol. 103.1
11. Pol. 113.1
12. Pol. 113.2
13. Pol. 805.1
14. Pol. 218
15. 24 P.S. 1302.1-A
16. 24 P.S. 1303-A
17. 42 Pa. C.S.A. 8337

18. Pol. 233
19. Pol. 236
20. 22 PA Code 10.2
21. 22 PA Code 10.21
22. 22 PA Code 10.22
23. 22 PA Code 10.25
24. 35 P.S. 807.1
25. 35 P.S. 807.2
22 PA Code 403.1
35 P.S. 780-101 et seq
35 P.S. 807.1 et seq
20 U.S.C. 7114
20 U.S.C. 7118
21 U.S.C. 801 et seq
34 CFR Part 300
Pol. 122
Pol. 805

Book	Policy Manual
Section	800 Operations
Title	School Calendar
Code	803
Status	Draft (PSBA 08/20)
Adopted	March 25, 1991
Last Revised	November 23, 2009

Purpose

The Board recognizes that preparation of an annual school calendar is necessary for the efficient operation of the district.

Authority

The Board shall determine annually the days and the hours when the schools will be in session for instructional purposes, in accordance with state law and regulations. This may include, as appropriate, activities qualifying as instructional days under the direction of certified school employees for fulfilling the minimum required days of instruction under law and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

The school calendar shall normally consist of a minimum of 180 student days.[\[1\]](#)[\[8\]](#)[\[9\]](#)

The Board reserves the right to alter the school calendar when it is in the best interests of the district.

When an emergency arises, which the Board could not anticipate or foresee, and such emergency results in the district being unable to provide for the in-person attendance of all students during the established length of school days, number of days per week or hours of classes, the Board may establish temporary provisions during the period of emergency. During an open regular or special Board meeting, the Board shall take action to identify the emergency and establish the temporary provisions. Such action shall be recorded in the Board minutes for the open meeting and certified with the Secretary of Education in the form prescribed by the PA Department of Education for review or approval. The Board shall enact the temporary provisions in response to the emergency, which may remain in effect for a period of no more than four (4) years.[\[10\]](#)[\[11\]](#)

Temporary provisions established in accordance with law may include but are not limited to:[\[10\]](#)

1. Keeping schools in session such days and number of days per week as the Board deems necessary, which shall include maintaining the requirement for a minimum of 180 student days.
2. Reducing the length of time of daily instruction for courses and classes.
3. Implementing remote and other alternative methods of delivering instruction under the direction of certified school employees.[\[7\]](#)

Delegation of Responsibility

The Superintendent shall annually prepare a school calendar for Board consideration. The Western Montgomery County Career and Technology Center aligns their school calendar with the majority of the sending schools.

The Superintendent or designee shall document alterations to the school calendar and any temporary provisions established in response to a designated emergency in accordance with law, regulations, guidance from the PA Department of Education or Board policy.[12]

Legal

1. 24 P.S. 1501
2. 24 P.S. 1501.9
3. 24 P.S. 1502
4. 24 P.S. 1503
5. 24 P.S. 1504
6. 24 P.S. 1506
7. 22 PA Code 11.2
8. 22 PA Code 4.4
9. 22 PA Code 11.1
10. 24 P.S. 520.1
11. Pol. 006
12. Pol. 805

Book	Policy Manual
Section	900 Community
Title	Public Attendance at School Events
Code	904
Status	Draft (PSBA 02/20)
Adopted	March 25, 1991
Last Revised	February 4, 2004

[ATTACHMENT](#)

Purpose

The Board welcomes the public at activities and events sponsored by the school district, but the Board also acknowledges its duty to maintain order and preserve school facilities during such events. This policy establishes conditions, restrictions and procedures to regulate public attendance and conduct at school and school-sponsored activities.

Definition

State law defines the term tobacco product to broadly encompass not only tobacco but also vaping products including the product marketed as Juul and other electronic cigarettes (e-cigarettes). Tobacco products, for purposes of this policy and in accordance with law, shall be defined to include the following:[\[1\]](#)[\[2\]](#)

1. Any product containing, made or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed or ingested by any other means, including, but not limited to, a cigarette, cigar, little cigar, chewing tobacco, pipe tobacco, snuff and snus.
2. Any electronic device that delivers nicotine or another substance to a person inhaling from the device, including, but not limited to, electronic nicotine delivery systems, a vape pen, an electronic cigarette, a cigar, a pipe and a hookah.
3. Any product containing, made or derived from either:
 - a. Tobacco, whether in its natural or synthetic form; or
 - b. Nicotine, whether in its natural or synthetic form, which is regulated by the United States Food and Drug Administration as a deemed tobacco product.
4. Any component, part or accessory of the product or electronic device listed in this definition, whether or not sold separately.

The term tobacco product does not include the following:[\[1\]](#)[\[2\]](#)

1. A product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such approved purpose, as long as the product is not inhaled.
2. A device, included under the definition of tobacco product above, if sold by a dispensary licensed in compliance with the Medical Marijuana Act. *Federal law*

requires the district to maintain a drug-free environment, at which marijuana of any kind is prohibited. [3][4]

Authority

The Board has the authority to prohibit at a school event the attendance of any individual whose conduct may constitute a disruption.

The Board prohibits gambling and the possession and use of controlled substances prohibited by state or federal law, alcoholic beverages and weapons on school premises. [5][6]

Tobacco and Vaping Products

The Board prohibits use of tobacco products by any persons at any time in a school building; on school buses or other vehicles that are owned, leased or controlled by the school district; or on property owned, leased or controlled by the school district. [2][7]

This policy does not prohibit possession of tobacco products by members of the public of legal age at school or school-sponsored activities.

The Board deems it to be a violation of this policy for an individual in attendance at school or a school-sponsored activity to furnish a tobacco product to a minor. [1]

Delegation of Responsibility

A schedule of fees for attendance at school events shall be prepared by the Superintendent or designee and adopted by the Board.

The Superintendent shall ensure that this policy is posted on the district's publicly accessible website. [8]

Reports

Office for Safe Schools Report –

The Superintendent shall annually, by July 31, report all incidents of prohibited possession, use or sale of tobacco products by any person on school property to the Office for Safe Schools on the required form. [9][10]

Law Enforcement Incident Report –

In accordance with state law and regulations, the procedures set forth in the memorandum of understanding with local law enforcement and Board policies, the Superintendent or designee may report to the school police, School Resource Officer (SRO) or to the local police department that has jurisdiction over the school's property, the use or sale of tobacco products by any person in a school building; on a school bus or other vehicles that are owned, leased or controlled by the school district; or on any property owned leased or controlled by the school district. [1][2][9][10][11][12][13]

Guidelines

Free Admittance

Senior citizens who are district residents and are __60__ years of age or older shall be admitted without charge to all musical, theater, and regular season home athletic events.

District personnel and/or immediate family will be admitted to all regular season home games at no charge.

Free passes to school events will be available to each Board member and a guest.

Service Animals

Individuals with disabilities may be accompanied by their service animals while on district property for events that are open to the general public in accordance with Board policy and state and federal laws and regulations.[14][15][16]

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Legal

1. 18 Pa. C.S.A. 6305
2. 18 Pa. C.S.A. 6306.1
3. 20 U.S.C. 7118
4. Pol. 351
5. 24 P.S. 511
6. 24 P.S. 775
7. 20 U.S.C. 7973
8. 24 P.S. 510.2
9. 24 P.S. 1303-A
10. Pol. 805.1
11. 22 PA Code 10.2
12. 22 PA Code 10.22
13. 24 P.S. 1302.1-A
14. 28 CFR 35.136
15. 43 P.S. 953
16. Pol. 718
- 20 U.S.C. 7971 et seq
- 28 CFR Part 35

Book	Policy Manual
Section	100 Programs
Title	Lesson Plans
Code	111
Status	Draft (PSBA 8/20)
Adopted	March 25, 1991
Last Revised	August 22, 2011

Authority

To ensure consistency and continuity of instruction, the Board requires professional staff members to develop and maintain daily lesson plans.[\[1\]](#)

Delegation of Responsibility

Teachers shall make thorough preparation for all daily lessons and shall prepare **plans** reflecting such preparation.

To facilitate more effective instruction, lesson plans must be prepared at least one day in advance. **Lesson plans are subject to inspection** by administrative personnel.

Teachers are to provide adequate directions for substitutes, the purpose of which shall be to continue the instructional program or provide a meaningful educational alternative that relates to the subject area.

Lesson plans must be available **for access by assigned** substitute teachers the morning they arrive.

Guidelines

Guidelines for implementation of this policy shall include:

1. The format(s) for lesson plans shall be decided at the building level, i.e. school-wide formats, departmental formats, or individual formats or any combination thereof are acceptable.
2. While teachers are required to be thoroughly prepared for each daily lesson, plans may be prepared for each lesson or on a long-term basis, i.e. unit of work, whichever is most appropriate.
3. Material to be used in a lesson may serve as an integral part of the plan.
4. Lesson plans for individualized programs should reflect a general overview and purpose of the instructional program; individual student **plans or** records may serve as an integral part of the lesson plan.
5. Lesson plans shall include information pertinent to the effective implementation of a lesson. Lesson plans include whatever information is pertinent to implementing the lesson, and shall include at the least the following:

- a. Subject/Topic.
 - b. Academic Standards.
 - c. Learning Goals (understandings, knowledge and skills).
 - d. Procedures and methods.
 - e. Assessment (formative and summative).
 - f. Specific resources (e.g., textbook pages, duplicated materials, media).
6. Emergency lesson plans must be available to substitute teachers at all times.

Legal

1. 24 P.S. 510

Pol. 113

Pol. 814

Pol. 815

Book	Policy Manual
Section	100 Programs
Title	Discipline of Students With Disabilities
Code	113.1
Status	Draft (PSBA 9/20)
Adopted	March 26, 2012
Last Revised	

Purpose

The district shall develop and implement Positive Behavior Support Plans and programs for students with disabilities who require specific interventions to address behaviors that interfere with learning.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Students with disabilities who violate the Code of Student Conduct, or engage in inappropriate behavior, disruptive or prohibited activities and/or actions injurious to themselves or others, which would typically result in corrective action or discipline of students without disabilities, shall be disciplined in accordance with state and federal laws and regulations and Board policy and, if applicable, their Individualized Education Program (IEP) and **Positive** Behavior Support Plan.[\[1\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

Definitions

Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[\[2\]](#)

Suspensions from school - disciplinary exclusions from school for a period of one (1) to ten (10) consecutive school days.[\[7\]](#)[\[9\]](#)

Expulsions from school - disciplinary exclusions from school by the Board for a period exceeding ten (10) consecutive school days and may include permanent exclusion from school.[\[7\]](#)[\[9\]](#)

Interim alternative educational settings - removal of a student with a disability from **the student's** current placement. Interim alternative educational settings may be used by school personnel for up to forty-five (45) school days for certain infractions committed by students with disabilities. The IEP team shall determine the interim alternative educational setting; however, this does not constitute a change in placement for a student with a disability.[\[5\]](#)[\[10\]](#)

Authority

The Board directs that the district shall comply with provisions and procedural safeguards of the Individuals With Disabilities Education Act (IDEA) and federal and state regulations when disciplining students with disabilities for violations of Board policy or district rules or regulations. No student with a disability shall be subjected to a disciplinary change in placement if the student's particular misconduct is a manifestation of **the student's** disability. However, under certain circumstances a

student with a disability may be placed in an interim alternative educational setting by school personnel or the IEP team could, if appropriate, change the student's educational placement to one which is more restrictive than the placement where the misconduct occurred.[\[4\]](#)[\[5\]](#)[\[10\]](#)

Provision of Education During Disciplinary Exclusions

During any period of expulsion, or suspension from school for more than ten (10) cumulative days in a year, or placement in an interim alternative educational setting for disciplinary reasons, a student with a disability shall continue to receive a free and appropriate **public** education (**FAPE**), in accordance with law.[\[5\]](#)[\[9\]](#)[\[11\]](#)

Suspension From School

A student with a disability may be suspended for ten (10) consecutive and fifteen (15) cumulative days of school per school year, for the same reasons and duration as a student without a disability. Such suspension shall not constitute a change in the student's educational placement.[\[4\]](#)[\[5\]](#)[\[9\]](#)[\[10\]](#)[\[12\]](#)

Changes in Educational Placement/Manifestation Determinations

For disciplinary exclusions which constitute a change in educational placement, the district shall first determine whether the student's behavior is a manifestation of **the student's** disability. Expulsion, or exclusion from school for more than fifteen (15) cumulative days in a year, or patterns of suspensions for substantially identical behaviors, constitute changes in educational placements requiring a manifestation determination. For students with intellectual disability, any disciplinary suspension or expulsion is a change in educational placement.[\[4\]](#)[\[5\]](#)

A student with a disability whose behavior is not a manifestation of **the student's** disability may be disciplined in accordance with Board policy, district rules and regulations in the same manner and to the same extent as students without disabilities.[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Person in Parental Relation Appeals From Disciplinary Actions/Request for Hearing by District for Students Who Are a Danger to Themselves or Others

A due process hearing may be requested by a person in parental relation of a student with a disability who disagrees with a disciplinary placement or manifestation determination, or by the district if the district believes that the current placement is substantially likely to result in injury to the student or others. On person in parental relation appeal, or when the district requests a due process hearing, the hearing officer may return the student to the placement from which **the student** was removed or order **the student's** removal to an appropriate interim alternative educational setting for up to forty-five (45) school days if the hearing officer determines that maintaining **the student's** current placement is substantially likely to result in an injury to the student or others.[\[10\]](#)[\[13\]](#)

Placement during appeals of disciplinary actions shall be in the interim alternative educational setting pending the decision of the hearing officer or expiration of the time

period set for the disciplinary exclusion from the student's regular placement unless the district and the parent/guardian agree otherwise.[\[10\]\[14\]](#)

Students Not Identified as Disabled/Pending Evaluation

Students who have not been identified as disabled may be subject to the same disciplinary measures applied to students without disabilities if the district did not have knowledge of the disability. If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation shall be expedited.[\[10\]\[15\]](#)

Administrative Removal to Interim Alternative Educational Setting for Certain Infractions

School personnel may remove a student with a disability, including intellectual disability, to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student:[\[5\]\[10\]](#)

1. Carries a weapon to or possesses a weapon at school, on school property, or at school functions under the jurisdiction of the district. For purposes of this provision, **weapon** is defined as a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half (2 ½) inches in length.[\[5\]\[10\]\[16\]](#)[\[17\]](#)
2. Knowingly possesses or uses illegal drugs, as defined by law, or sells or solicits the sale of a controlled substance, as defined by law, while at school, on school property, or at school functions under the jurisdiction of the district.[\[5\]\[10\]\[18\]](#)[\[19\]](#)
3. Has inflicted serious bodily injury upon another person while at school, on school property, or at school functions under the jurisdiction of the district. For purposes of this provision, **serious bodily injury** means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member, organ or mental faculty.[\[5\]\[10\]\[20\]](#)

Referral to Law Enforcement and Reporting Requirements

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.[\[21\]\[22\]\[23\]](#)

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 student with a disability, including a student for whom an evaluation is pending, to the local police department that has 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 local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's **Positive** Behavior Support Plan.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[6\]](#)[\[10\]](#)[\[17\]](#)[\[19\]](#)[\[22\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)[\[33\]](#)[\[34\]](#)[\[35\]](#)

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policies.[\[1\]](#)[\[3\]](#)[\[27\]](#)[\[32\]](#)

When reporting an incident committed by a student with a disability to the appropriate authorities, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall **ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.**[\[10\]](#)[\[22\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[30\]](#)[\[35\]](#)[\[36\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)

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 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.[\[21\]](#)[\[35\]](#)

Legal

1. 22 PA Code 14.133
2. Pol. 113
3. Pol. 113.2
4. 22 PA Code 14.143
5. 34 CFR 300.530
6. Pol. 218
7. Pol. 233
8. Pol. 832
9. 22 PA Code 12.6
10. 20 U.S.C. 1415
11. 20 U.S.C. 1412
12. 34 CFR 300.536
13. 34 CFR 300.532
14. 34 CFR 300.533
15. 34 CFR 300.534
16. 18 U.S.C. 930
17. Pol. 218.1
18. 21 U.S.C. 812
19. Pol. 227
20. 18 U.S.C. 1365
21. 24 P.S. 1303-A
22. 22 PA Code 10.2
23. 35 P.S. 780-102

24. 24 P.S. 1302.1-A
25. 22 PA Code 10.21
26. 22 PA Code 10.22
27. 22 PA Code 10.23
28. 22 PA Code 10.25
29. 22 PA Code 14.104
30. 34 CFR 300.535
31. Pol. 103.1
32. Pol. 113.3
33. Pol. 218.2
34. Pol. 222
35. Pol. 805.1
36. 20 U.S.C. 1232g
37. 34 CFR Part 99
38. Pol. 113.4
39. Pol. 216
24 P.S. 510
20 U.S.C. 1400 et seq
34 CFR Part 300

Book	Policy Manual
Section	100 Programs
Title	Behavior Support
Code	113.2
Status	Draft (PSBA 9/20)
Adopted	October 26, 1998
Last Revised	March 26, 2012

Purpose

Students with disabilities shall be educated in the least restrictive environment (**LRE**) **in accordance with their Individualized Education Program (IEP)**, and shall only be placed in settings other than the regular education class when the nature or severity of the student’s disability is such that education in the regular education class with the use of appropriate supplementary aids and services cannot be achieved satisfactorily **and cannot meet the needs of the student**. The IEP team for a student with a disability shall develop a Positive Behavior Support Plan if the student requires specific intervention to address behavior that interferes with learning. The identification, evaluation, and plan or program shall be conducted and implemented in accordance with state and federal laws and regulations.[\[1\]\[2\]\[3\]\[4\]\[5\]](#)

Authority

The Board directs that the district’s behavior support programs shall be based on positive rather than negative behavior techniques to ensure that students shall be free from demeaning treatment and unreasonable use of restraints or other aversive techniques. The use of restraints shall be considered a measure of last resort and shall only be used after other less restrictive measures, including de-escalation techniques. Behavior support programs and plans shall be based on a functional **behavioral assessment** and shall include a variety of research-based techniques to develop and maintain skills that will enhance students’ opportunity for learning and self-fulfillment.[\[1\]\[3\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]](#)

Definitions

The following terms shall have these meanings, unless the context clearly indicates otherwise.[\[1\]](#)

Aversive techniques - deliberate activities designed to establish a negative association with a specific behavior.

Behavior support - development, change and maintenance of selected behaviors through the systematic application of behavior change techniques.

Positive Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional behavioral assessment, and become part of the individual student’s IEP. These plans must include methods that use positive reinforcements,

other positive techniques and related services required to assist a student with a disability to benefit from special education.

Positive techniques - methods that utilize positive reinforcement to shape a student's behavior, ranging from the use of positive verbal statements as a reward for good behaviors to specific tangible rewards.

Restraints - application of physical force, with or without the use of any device, designed to restrain free movement of a student's body, excluding the following:

1. Briefly holding a student, without force, to calm or comfort **the student**.
2. Guiding a student to an appropriate activity.
3. Holding a student's hand to escort **the student** safely from one area to another.
4. Hand-over-hand assistance with feeding or task completion.
5. Techniques prescribed by a qualified medical professional for reasons of safety or for therapeutic or medical treatment, as agreed to by the student's persons in parental relations and specified in the IEP.
6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seat belts in wheelchairs or on toilets used for balance and safety, safety harnesses in buses, and functional positioning devices.

Seclusion - confinement of a student in a room in order to provide a safe environment to allow the student to regain self-control.

Students with disabilities - school-aged children within the jurisdiction of the district who have been evaluated and found to have one or more disabilities as defined by law, and who require, because of such disabilities, special education and related services.[9]

Delegation of Responsibility

The Superintendent or designee shall ensure that this Board policy is implemented in accordance with federal and state laws and regulations.

The Superintendent or designee shall develop administrative regulations to implement this policy.

The Superintendent or designee shall provide regular training and retraining of staff in the use of specific procedures, methods and techniques, including **de-escalation techniques, emergency responses**, restraints and seclusions, that will be used to implement positive behavior supports or interventions in accordance with students' IEPs, **Positive Behavior Support Plans** and Board policy.[1]

The Superintendent or designee shall maintain and report data on the use of restraints, as required. Such report shall be readily available for review during the state's cyclical compliance monitoring. Procedures shall be established requiring reports **to** be made to the district by entities educating students with disabilities who attend programs or classes outside the district, including private schools, agencies, intermediate units and **career and technical** schools.[1]

Guidelines

Development of a separate **Positive** Behavior Support Plan is not required when appropriate positive behavioral interventions, strategies and supports can be incorporated into a student's IEP.[\[1\]](#)[\[5\]](#)

When an intervention is necessary to address problem behavior, the **positive techniques and** types of intervention chosen for a student shall be the least intrusive necessary.

Physical Restraints

Restraints to control acute or episodic aggressive behavior may be used only when the student is acting in a manner that presents a clear and present danger to the student, other students or employees, and only when less restrictive measures and techniques have proven to be or are less effective.[\[1\]](#)

The Special Education Supervisor or designee shall notify the person in parental relation as soon as practicable of the use of restraints to control the aggressive behavior of the student and shall convene a meeting of the IEP team within ten (10) school days of the use of restraints, unless the person in parental relation, after written notice, agrees in writing to waive the meeting. At this meeting, the IEP team shall consider whether the student needs a functional behavioral assessment, re-evaluation, a new or revised Positive Behavior Support Plan, or a change of placement to address the inappropriate behavior.[\[1\]](#)

The use of restraints shall not be included in the IEP for the convenience of staff, as a substitute for an educational program, or employed as punishment. Restraints may be included in an IEP **with parental consent** only if:[\[1\]](#)

1. The restraint is used with specific component elements of a Positive Behavior Support Plan.
2. The restraint is used in conjunction with teaching socially appropriate alternative skills or behaviors.
3. Staff are authorized to use the restraint and have received appropriate training.
4. **Positive** Behavior Support Plan includes efforts to eliminate the use of restraints.

Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of **a student** when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's persons in parental relations.[\[1\]](#)

Mechanical restraints shall prevent a student from injuring **the student** or others, or promote normative body positioning and physical functioning.

Seclusion

The district permits involuntary seclusion of a student **for a limited period of time** in accordance with the student's IEP or in an emergency to prevent immediate or imminent injury to the student or others, but the seclusion must be the least restrictive alternative. **District staff shall provide continuous supervision of students in seclusion, which need not always involve presence of staff within the same room.**

The district prohibits the seclusion of students in locked rooms, locked boxes and other structures or spaces from which the student cannot readily exit.[\[1\]](#)

Aversive Techniques

The following aversive techniques of handling behavior are considered inappropriate and shall not be used in educational programs:[\[1\]](#)

1. Corporal punishment.
2. Punishment for a manifestation of a student's disability.
3. Locked rooms, locked boxes, other locked structures or spaces from which the student cannot readily exit.
4. Noxious substances.
5. Deprivation of basic human rights, such as withholding meals, water or fresh air.
6. Suspensions constituting a pattern as defined in state regulations.[\[12\]](#)
7. Treatment of a demeaning nature.
8. Electric shock.
9. Methods implemented by untrained personnel.
10. Prone restraints, which are restraints by which a student is held face down on the floor.

Referral to Law Enforcement

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 student with a disability, including a student for whom an evaluation is pending, to the local police department that has 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 local law enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's **Positive Behavior Support Plan**.[\[1\]](#)[\[6\]](#)[\[9\]](#)[\[10\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

For a student with a disability who has a Positive Behavior Support Plan at the time of referral, subsequent to notification to law enforcement, **the district shall convene the student's IEP team and** an updated functional behavioral assessment and **Positive Behavior Support Plan** shall be required.[\[1\]](#)[\[11\]](#)[\[17\]](#)

If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Special Education Supervisor or designee shall ensure that the responsible school district or intermediate unit is

informed of the need to update the student's functional behavioral assessment and **Positive** Behavior Support Plan.[\[1\]](#)

For a student with a disability who does not have a **Positive** Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a **Positive** Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy.[\[1\]](#)[\[17\]](#)

Relations With Law Enforcement

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each local police department that has jurisdiction over school property. Updated copies shall be provided each time the administrative regulations and procedures for behavior support are revised by the district.[\[9\]](#)[\[17\]](#)[\[19\]](#)[\[27\]](#)

The district shall invite representatives of each local police department that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.[\[1\]](#)[\[9\]](#)[\[17\]](#)[\[19\]](#)[\[27\]](#)

Legal

1. 22 PA Code 14.133
2. 22 PA Code 14.145
3. 20 U.S.C. 1414
4. 34 CFR 300.114
5. 34 CFR 300.324
6. 20 U.S.C. 1415
7. 34 CFR 300.34
8. 34 CFR 300.530
9. Pol. 113
10. Pol. 113.1
11. Pol. 113.3
12. 22 PA Code 14.143
13. 24 P.S. 1302.1-A
14. 22 PA Code 10.2
15. 22 PA Code 10.21
16. 22 PA Code 10.22
17. 22 PA Code 10.23
18. 22 PA Code 10.25
19. 22 PA Code 14.104
20. 34 CFR 300.535
21. Pol. 103.1
22. Pol. 218
23. Pol. 218.1
24. Pol. 218.2
25. Pol. 222
26. Pol. 227

27. Pol. 805.1

24 P.S. 1303-A

20 U.S.C. 1400 et seq

34 CFR Part 300

Pennsylvania Training and Technical Assistance Network, Question and Answer
Compendium, January 2020

Book	Policy Manual
Section	100 Programs
Title	Confidentiality of Special Education Student Information
Code	113.4
Status	Draft (PSBA 9/20)
Adopted	March 26, 2012
Last Revised	

Authority

The Board recognizes the need to protect the confidentiality of personally identifiable information in the education records of students with disabilities.[1][2]

The district shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, retaining, disclosing and destroying student special education records, in accordance with Board policy, state requirements, and federal and state law and regulations.[2][3]

The rights provided by this policy apply to parents/guardians of students who receive special education programming and services from the district or an outside program provided through the district.[4][5]

Definitions

Destruction shall mean the physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.[6]

Disclosure shall mean to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.[7]

Education records, for purposes of this policy, shall include the records and information covered under the definition of education records in the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.[2][7][8]

Personally identifiable information includes, but is not limited to:[7][9]

1. The student's name;
2. The name of the student's parent or other family members;
3. The address of the student or student's family;
4. A personal identifier, such as the student's social security number, student number, or biometric record;
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

7. Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. [\[30\]](#)

Guidelines

Parental Access Rights

The district shall permit persons in parental relations to inspect and review any education records relating to their child(ren) that are collected, retained, or used by the district in connection with providing special education services to the student. [\[10\]](#)[\[11\]](#)

The district shall comply with a parental request to inspect and review education records without unnecessary delay and before any meeting regarding an Individualized Education Program (IEP); any impartial due process hearing relating to the identification, evaluation, educational placement, or the provision of a free and appropriate public education (FAPE) to a student; a hearing related to the discipline of the student; and a resolution meeting.

The district shall presume a person in parental relation has authority to inspect and review records relating to **their** child unless it has been provided documentation that the requesting parent/guardian does not have this authority under applicable state law. [\[10\]](#)[\[12\]](#)

The district shall comply with a parental request for review within forty-five (45) days following receipt of the request. [\[10\]](#)[\[11\]](#)

A person's in parental relations right to inspect and review education records includes the right to:

1. A response from the district to reasonable requests for explanations and interpretations of the records;
2. Request that the district provide copies of the records if failure to provide copies would effectively prevent the parent/guardian from exercising the right to inspect and review the records; and
3. Have a representative inspect and review the records.

If an education record includes information on more than one (1) student, the persons in parental relations shall have access only to the information relating to their child or shall be informed of the information in the record. [\[13\]](#)[\[14\]](#)

The district shall provide parents/guardians, upon request, a list of the types and locations of education records collected, maintained, or used by the district. [\[15\]](#)

Fees

The district may charge a fee for copies of records that are requested by persons in parental relations so long as the fee does not effectively prevent them from exercising their right to inspect and review those records. [\[16\]](#)[\[17\]](#)

The district shall not charge a fee to search for or to retrieve information in response to a request from a person in parental relation.

Record of Access

The district shall keep a record of parties obtaining access to education records collected, maintained, or used in providing special education **and related services** to students with disabilities, except access by parents/guardians and authorized district employees.[\[18\]](#)

The district's record of access shall include the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Amendment of Records Upon Parental Request

If a person in parental relation believes that information in the student's education records is inaccurate, misleading or violates the privacy or other rights of the student, the person in parental relation may request that the district amend the information.[\[19\]](#)[\[20\]](#)

The district shall decide whether to amend the information within a reasonable period of time from receipt of the request.

If the district declines to amend the information as requested by a person in parental relation, the district shall inform them of the refusal and advise of their right to a hearing.

Records Hearing

The district shall, on request, provide persons in parental relations with an opportunity for a hearing to challenge information in the student's education records to ensure that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. The district recognizes that parents/guardians who believe that there is a due process violation relating to an alleged violation of confidentiality may also request a special education due process hearing.[\[21\]](#)[\[22\]](#)[\[23\]](#)

Hearing Procedures

A hearing to challenge information in education records must meet the following requirements:[\[24\]](#)[\[25\]](#)

1. The district shall hold the hearing within a reasonable time after receiving the request for a hearing.
2. The district shall give the parent/guardian reasonable advanced written notice of the date, time, and place of the hearing.
3. The hearing may be conducted by any individual, including a district official, who does not have a direct interest in the outcome of the hearing.
4. The district shall give the parent/guardian a full and fair opportunity to present relevant evidence. The parent/guardian may, at **their** own expense, be assisted

or represented by one (1) or more individuals of **their** choice, including an attorney.

5. The district shall inform parents/guardians of its decision in writing within a reasonable period of time after the hearing.
6. The decision must be based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

Result of Hearing

If, as a result of the hearing, the district decides that the information is inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the district shall amend the information accordingly and inform the parent/guardian in writing.[\[23\]](#)[\[26\]](#)

If, as a result of the hearing, the district decides that the information is not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights, the district shall inform the person in parental relation of their right to place in the student's records a statement commenting on the information and/or providing any reasons for disagreeing with the district's decision.

Any explanation placed in the student's records shall be:

1. Maintained by the district as part of the student's records as long as the record or contested portion is maintained by the district; and
2. Included with the record or contested portion if the record or contested portion are disclosed to any party.

Storage, Retention and Destruction of Information

The district shall store all education records and personally identifiable information of students receiving special education services in such a way as to protect the confidentiality and integrity of the records and information, prevent unauthorized access to and disclosure of records and information, and ensure compliance with other legal and regulatory requirements regarding records retention.[\[27\]](#)

The district shall maintain, for public inspection, a current listing of the names and positions of those district employees who have access to personally identifiable information.[\[27\]](#)

In order to comply with state compliance monitoring requirements, the district shall maintain education records for students receiving special education services for at least six (6) years.[\[2\]](#)

The district shall inform persons in parental relations when personally identifiable information collected, maintained, or used is no longer needed to provide educational services to the student. After notice, such information shall be destroyed upon parental request.[\[28\]](#)

No education record shall be destroyed if there is an outstanding request to inspect or review the record or if a litigation hold exists.[\[11\]](#)

The district shall maintain a permanent record of the student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed.[\[28\]](#)

The district shall ensure the destruction of education records in a manner that protects the confidentiality and privacy rights of the student and **the student's** family.[\[27\]](#)

Disclosure to Third Parties

The district shall obtain parental consent before disclosing personally identifiable information to parties other than school district officials with a legitimate educational interest or other educational institutions that provide special education services to the student for the purposes of meeting a requirement of law or regulation unless the information is contained in education records and the disclosure is permitted without parental consent under law and regulations.[\[2\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)[\[33\]](#)[\[34\]](#)

Parental consent must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services.[\[32\]](#)

If a student is enrolled, or is going to enroll in a private school that is not located in the district of the person's in parental relations residence, parental consent must be obtained before any personally identifiable information about the student is released between officials in the district where the private school is located and officials in the district of the parent's/guardian's residence.[\[32\]](#)

Disclosure to Law Enforcement

When reporting an incident committed by a student with a disability to the appropriate authorities, in accordance with applicable law, regulations and Board policy, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.[\[2\]](#)[\[8\]](#)[\[33\]](#)[\[35\]](#)[\[36\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)[\[42\]](#)

Delegation of Responsibility

In order to maintain the confidentiality of the educational records and personally identifiable information of students with disabilities, the Board designates the Superintendent or designee to coordinate the district's efforts to comply with this policy and applicable laws and regulations.[\[27\]](#)

All district employees collecting or using personally identifiable information shall receive training or instruction regarding Board policy, administrative regulations, and state and federal law and regulations regarding confidentiality of education records and personally identifiable information.[\[27\]](#)

PSBA Revised 9/20 © 2020 PSBA

Legal

1. Pol. 113
 2. Pol. 216
 3. 34 CFR 300.611-300.627
 4. 34 CFR 300.520
 5. 34 CFR 300.625
 6. 34 CFR 300.611
 7. 34 CFR 99.3
 8. 20 U.S.C. 1232g
 9. 34 CFR 300.32
 10. 34 CFR 300.613
 11. 34 CFR 99.10
 12. 34 CFR 99.4
 13. 34 CFR 300.615
 14. 34 CFR 99.12
 15. 34 CFR 300.616
 16. 34 CFR 300.617
 17. 34 CFR 99.11
 18. 34 CFR 300.614
 19. 34 CFR 300.618
 20. 34 CFR 99.20
 21. 34 CFR 300.510-300.516
 22. 34 CFR 300.619
 23. 34 CFR 99.21
 24. 34 CFR 300.621
 25. 34 CFR 99.22
 26. 34 CFR 300.620
 27. 34 CFR 300.623
 28. 34 CFR 300.624
 29. 34 CFR 99.30
 30. 34 CFR 99.31
 31. 34 CFR 300.154
 32. 34 CFR 300.622
 33. Pol. 113.1
 34. Pol. 113.2
 35. 22 PA Code 10.2
 36. 22 PA Code 10.21
 37. 22 PA Code 10.22
 38. 22 PA Code 10.23
 39. 20 U.S.C. 1415
 40. 34 CFR 300.535
 41. 34 CFR Part 99
 42. Pol. 805.1
- 20 U.S.C. 1400 et seq
34 CFR Part 300
Bureau of Special Education Letter to School Entities on Retention of Records, Dated
November 9, 2009

(Attachment A18)

Pennsylvania Department of Education Individuals With Disabilities Education Act Part B
LEA Policies and Procedures under 34 CFR §§300.101 - 300.176 (2018)
Pol. 113.3

(Attachment A18)

Book	Policy Manual
Section	100 Programs
Title	Home Education Programs
Code	137
Status	Draft (PSBA Vol 1, 2023)
Adopted	
Last Revised	January 27, 2016

Authority

Home education programs for students of compulsory school age residing in the school district shall be conducted in accordance with state law and regulations.[1][2][3]

Definitions

Appropriate education - a program consisting of instruction in the required subjects for the time required by law and in which the student demonstrates sustained progress in the overall program.[2]

Hearing examiner - shall not be an officer, employee or agent of the Department of Education or of the school district or intermediate unit of residence of the child in the home education program.

Home education program - a program conducted in compliance with law by the person in parental relation or person having legal custody of a child. A home education program shall not be considered a nonpublic school under the provisions of law.

Supervisor - the person in parental relation who is responsible for providing instruction, provided that such person has a high school diploma or its equivalent.

Delegation of Responsibility

The Superintendent or designee shall develop and distribute administrative regulations for registering home education programs **and maintaining appropriate records in accordance with law.**[2]

Guidelines

Notarized Affidavit

Prior to the commencement of the home education program, and annually thereafter on **or before** August 1, the parent/guardian or other person having legal custody of the child or children shall file a notarized affidavit with the Superintendent, **which contains certification that the supervisor of the home education program and all adults living in the home and persons having legal custody of a child or children in the home education program have not been convicted of criminal offenses enumerated in School Code, in accordance with law. The affidavit shall include** all information required by law.[2]

Instructional Program

The instructional program for home education students shall include such courses as required by law.[2][4][5]

Loan of Instructional Materials

At the request of the supervisor, the district shall lend to the home education program copies of the school's planned courses, textbooks and curriculum materials appropriate to the student's age and grade level.[2]

Student Portfolio and Evaluations

For each student participating in a home education program, the supervisor shall:[2]

1. Maintain a portfolio of records and materials, **in accordance with applicable law.**
2. Provide an annual written evaluation of the student's educational progress, **in accordance with the provisions of applicable law.**

Graduation Requirements

The following minimum courses in grades 9 through 12 are established as a requirement for graduation in a home education program: four (4) years of English; three (3) years of mathematics; three (3) years of science; three (3) years of social studies; and two (2) years of arts and humanities.[2]

Diplomas

Students who complete all of the graduation requirements of the home education program shall receive a high school diploma issued by the supervisor or an approved diploma-granting organization.[2]

Students With Disabilities

A home education program meets compulsory attendance requirements for a student with a disability only when the program addresses the specific needs of the student and is approved by a teacher with a valid Pennsylvania certificate to teach special education, a licensed clinical psychologist or a certified school psychologist. Written notice of such approval must be submitted with the required affidavit.[1]

The supervisor may request that the school district or intermediate unit of residence provide services that address the specific needs of a student with a disability.[1]

When the provision of services is agreed to by both the supervisor and the school district or intermediate unit, all services shall be provided in **public** schools or in a private school licensed to provide such programs and services.[1]

Appropriate Education/Compliance

A home education evaluator shall certify that an appropriate education is occurring in the home education program. The supervisor shall submit the certification to the Superintendent by June 30 of each year. If the supervisor fails to submit the certification, the Superintendent shall send a letter to the supervisor notifying the supervisor that **they have** ten (10) days to submit the certification.[2]

If the Superintendent has a reasonable belief at any time during the school year that appropriate education may not be occurring in the home education program, **the Superintendent** may submit a letter to the supervisor requiring an evaluation **to** be conducted and that an evaluator's certification stating that an appropriate education is occurring **shall** be submitted to the district by the supervisor within thirty (30) days. The letter shall include the basis for the Superintendent's reasonable belief.[2]

If the Superintendent has a reasonable belief that the home education program is out of compliance, the Superintendent shall submit a letter to the supervisor requiring a certification to be submitted within thirty (30) days indicating the program is in compliance. The letter shall include the basis for the Superintendent's reasonable belief.[2]

As required by law, all letters shall be sent by certified mail, return receipt requested, and the time for submission of the requested documentation begins upon receipt of the letter.[2]

Hearings

If the supervisor fails to submit a certification as required, the Board shall provide a hearing by a qualified and impartial hearing examiner within thirty (30) days.[2]

If the hearing examiner finds that an appropriate education is not taking place in the home education program, the home education program will be determined out of compliance; and the student will be enrolled promptly in a public school, a nonpublic school or a licensed private academic school.[2]

If a home education program has been determined to be out of compliance, the supervisor or spouse of the supervisor of the home education program is prohibited by law from supervising a home education program for that child or children for a period of twelve (12) months from the date of such determination.[2]

Appeal

The supervisor or Superintendent may appeal the decision of the hearing examiner to the Secretary of Education, Commonwealth Court or Court of Common Pleas. The home education program may continue during the appeals process.[2]

Transfers

If a home education program is relocating to another Pennsylvania school district, the supervisor must request from the Superintendent a letter of transfer for the home

education program. The request must be made by registered mail thirty (30) days prior to relocation.[2]

The Superintendent shall issue the letter of transfer within thirty (30) days after receipt of the supervisor's registered mail request.[2]

The supervisor shall file the letter of transfer with the Superintendent of the new district of residence.[2]

If a home education program is out of compliance, the Superintendent shall inform the home education supervisor and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.[2]

If a home education program is in hearing procedures, the Superintendent shall inform the home education supervisor, hearing examiner and Superintendent of the new district of residence of this status and the reason for denial of the transfer letter.[2]

If the Superintendent is informed of pending proceedings related to a home education program relocating **from a previous district** to **this** district, **the Superintendent** shall continue the home education program until the appeal process **in the previous district** is finalized.[2]

Legal

1. 24 P.S. 1327

2. 24 P.S. 1327.1

3. 22 PA Code 11.31a

4. Pol. 137.2

5. Pol. 137.3

24 P.S. 111

22 PA Code 11.33

Pol. 137.1

Pol. 203

Pol. 209

Book	Policy Manual
Section	100 Programs
Title	Extracurricular Participation By Home Education Students
Code	137.1
Status	Draft (PSBA Vol 1, 2023)
Adopted	
Last Revised	February 27, 2006

Authority

The Board **approves** participation in the district’s extracurricular activities and interscholastic athletic programs by a student enrolled in a home education program who meets all the **requirements** stated in **law and** Board policy.[\[1\]\[2\]\[3\]\[4\]\[5\]](#)

The Board shall not provide individual transportation for students enrolled in home education programs who participate in the district’s extracurricular activities or interscholastic athletic programs. When the district provides transportation to and from an away competition, game, event or exhibition and requires district students to use district transportation, home education students shall be required to use the transportation provided by the district.

Guidelines

Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district extracurricular activities and interscholastic athletic programs.[\[6\]\[7\]\[8\]](#)

A home education student may participate in extracurricular activities and interscholastic athletic programs only at the school building the student would be assigned to if the student was enrolled in the district.

Prior to trying-out or joining an activity, a home education student shall submit required documents and written verification of eligibility to the building principal or designee. **Verification may include, but not be limited to, attendance records, weekly grades or academic achievement or other documents demonstrating completion of eligibility criteria.**[\[1\]](#)

To be considered in attendance in accordance with Board policy, the home education student must participate in a full, normally scheduled academic program, in accordance with the planned home education program and submitted documentation.[\[5\]\[9\]](#)

The following conditions shall govern participation in the district’s extracurricular activities and interscholastic athletic programs by home education students, who shall:

1. Be a resident of the district.
2. Meet the required eligibility criteria.[\[3\]\[4\]](#)

3. Maintain appropriate insurance coverage, consistent with the coverage requirements for district students.[4]
4. Comply with Board policies and school rules and **administrative** regulations regarding extracurricular activities, interscholastic athletics, and student **conduct**. [3][4][10][11][12][13]
5. Comply with policies, rules and regulations, or their equivalent, of the activity's governing organization. [1][2]
6. Meet attendance and reporting requirements established for all participants of the activity or program.[9]
7. Meet the requirements for physical examinations and physical fitness and any height and/or weight restrictions. [1][4]
8. Comply with all requirements and directives of the district staff, coaches, **activity advisors** and administrators involved with the extracurricular activity or interscholastic athletic program.

Delegation of Responsibility

The **Superintendent** or designee shall **post information regarding the availability of the district's extracurricular activities and interscholastic athletics programs, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their parents/guardians.** [1]

The building principal or designee shall distribute **eligibility criteria** regarding student participation in extracurricular activities and interscholastic athletics, and information **on the dates and times of physical examinations or medical tests provided to students by the district. Such information shall be distributed through student handbooks, other publications and on the district's publicly available website.** [1]

The building principal or designee shall receive and review verification from the parent/guardian **or home education program supervisor** that a student has met and continues to meet the established eligibility criteria for an extracurricular activity or interscholastic athletic program.

Legal

1. 24 P.S. 1327.1
2. 24 P.S. 511
3. Pol. 122
4. Pol. 123
5. Pol. 137
6. 10 U.S.C. 2031
7. Pol. 103
8. Pol. 103.1
9. Pol. 204

10. Pol. 218
11. Pol. 222
12. Pol. 227
13. Pol. 235
Pol. 137.2

Book	Policy Manual
Section	100 Programs
Title	Participation in Cocurricular Activities and Academic Courses by Home Education Students
Code	137.2
Status	Draft (PSBA Vol 1, 2023)
Adopted	
Last Revised	

Authority

The Board approves participation in the district’s cocurricular activities and academic courses by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

Definition

Cocurricular activities - district activities that merge extracurricular activities with a required academic course including, but not limited to, band, orchestra and other activities that include a for-credit component that takes place during the school day.[\[1\]](#)[\[2\]](#)[\[4\]](#)

Guidelines

Students attending home education programs shall be given an equal opportunity to compete for positions and participate in district cocurricular activities and academic courses in accordance with Board policy on the same basis as other students enrolled full-time in the district.[\[1\]](#)[\[6\]](#)[\[7\]](#)

[\[8\]](#)

A home education student may participate in cocurricular activities and academic courses only at the school building the student would be assigned to if the student was enrolled in the district.

Prior to trying-out or auditioning for a cocurricular activity or enrolling in an academic course, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.[\[1\]](#)

The following conditions shall govern participation in the district’s cocurricular activities and academic courses by home education students, who shall:

1. Be a resident of the district.

2. Meet the required eligibility criteria or their equivalent for the cocurricular activity or the prerequisites for the academic course.[\[1\]](#)[\[2\]](#)[\[9\]](#)
3. Comply with Board policies and school rules and administrative regulations regarding student conduct in school and at school-sponsored activities.[\[1\]](#)[\[2\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)
4. Comply with policies, rules and regulations, or their equivalent, of the cocurricular activity's governing organization, where applicable.
5. Meet attendance and reporting requirements established for all participants of the cocurricular activity or academic course, including any sign-in and sign-out procedures for school building attendance purposes. Home education students must participate in the full class period for an academic course, unless an exception has been granted in accordance with Board policy and school rules.[\[14\]](#)
6. Comply with all Board policies, school rules and requirements and directives of the district staff, activity advisors and administrators involved with the cocurricular activity or academic course.[\[1\]](#)

Academic Courses

Students attending home education programs are eligible to enroll in district academic courses in accordance with law and Board policy, and may participate in academic courses equaling up to one-quarter ($\frac{1}{4}$) of the school day for full-time district students.[\[1\]](#)

{x} Students enrolled in home education programs shall only be eligible to participate in cocurricular activities and/or academic courses that are scheduled in consecutive time periods during the school day if the student's person in parental relation is not able to provide supervision for the student between the scheduled cocurricular activities and/or academic courses.[\[1\]](#)

The district shall provide the student's home education program supervisor with a grade for each cocurricular activity and academic course completed by a student enrolled in a home education program, in accordance with Board policy and/or administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.[\[1\]](#)[\[3\]](#)[\[15\]](#)

Transportation

Persons in Parental relations of home education students shall be responsible for transportation of students participating in district cocurricular activities and academic courses, except that a home education student may utilize district transportation to or from school during the times a bus is otherwise already operating, and space is available.[\[1\]](#)

Delegation of Responsibility

The Superintendent or designee shall post information regarding the district's cocurricular activities and academic courses, as well as a copy of this Board policy, on the district's publicly available website and provide participation information upon request by students enrolled in home education programs or their Persons in Parental relations.

The building principal or designee shall request and review verification from the Person in Parental relation or home education program supervisor that a student has met and continues to meet the established eligibility criteria for a cocurricular activity or academic course.

{x} The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in district cocurricular activities and academic courses based on the established number of allowable participants in designated activities and courses.[\[1\]](#)

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Legal

1. 24 P.S. 1327.1
2. Pol. 122
3. Pol. 137
4. Pol. 137.1
5. Pol. 137.3
6. Pol. 103
7. Pol. 103.1
8. 10 U.S.C. 2031
9. Pol. 105
10. Pol. 218
11. Pol. 222
12. Pol. 227
13. Pol. 235
14. Pol. 204
15. Pol. 212

(Attachment A21)

Book	Policy Manual
Section	100 Programs
Title	Participation in Career and Technical Education Programs by Home Education Students
Code	137.3
Status	Draft (PSBA Vol 1, 2023)
Adopted	
Last Revised	

Authority

The Board approves participation in a career and technical education program by a student enrolled in a home education program who meets all the requirements stated in law and Board policy.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Students attending home education programs shall be eligible to participate in the career and technical education program at the Western Montgomery Career and Technology Center in accordance with the Articles of Agreement and center admission policy and procedures, on the same basis as other district students.

Guidelines

Students attending home education programs shall be given an equal opportunity to apply for placement in available programs at the Western Montgomery Career and Technology Center [\[1\]](#)[\[3\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

Prior to enrolling in a career and technical education program, a home education student shall submit required documents and written verification of eligibility or completion of prerequisites to the building principal or designee. Verification may include, but not be limited to, attendance records, portfolio records documenting completion of curriculum or other documents demonstrating completion of eligibility criteria.[\[1\]](#)

The following conditions shall govern participation in career and technical education programs by home education students, who shall:

1. Be a resident of the district.
2. Meet the required eligibility criteria or their equivalent or the prerequisites for the career and technical education program.[\[1\]](#)[\[4\]](#)[\[6\]](#)[\[9\]](#)
3. Comply with applicable policies and school rules and administrative regulations of the Western Montgomery Career and Technology Center regarding student conduct in school and at school-sponsored activities.[\[1\]](#)[\[10\]](#)[\[11\]](#)[\[12\]](#)[\[13\]](#)
4. Meet attendance and reporting requirements established for all participants of the career and technical education program, including any sign-in and sign-out procedures for building attendance purposes. Home education students must participate in the required courses for the program on the same basis as

students enrolled in the district, unless an exception has been granted in accordance with applicable Board policy and school or program rules.[14]

The Western Montgomery Career and Technology Center shall provide the student's home education program supervisor with a grade for each career and technical education program course completed by a student enrolled in a home education program, in accordance with Board policy and administrative regulations. The home education program supervisor shall be responsible for maintaining the material in the student's portfolio of records.[1][5][15]

Transportation

Students attending home education programs who participate in career and technical education programs may use district transportation to or from the career and technical education program and the senior high school during the times when district transportation is already operating, and space is available in addition to full-time district students.[1]

Delegation of Responsibility

The Superintendent or designee shall post information regarding the district's options for career and technical education programs, as well as a copy of this Board policy, on the district's publicly available website and provide information upon request by students enrolled in home education programs or their persons in parental relations.

The building principal or designee shall request and review verification from the person in parental relation or home education program supervisor that a student has met and continues to meet the established eligibility criteria for participation in career and technical education programs.

The Superintendent or designee shall establish administrative regulations for prioritization of enrollment in career and technical education programs, in accordance with the Articles of Agreement and the established number of allowable participants for designated programs at Western Montgomery Career and Technology Center.[1]

Legal

1. 24 P.S. 1327.1
2. 24 P.S. 1801
3. 22 PA Code 4.31
4. Pol. 115
5. Pol. 137
6. Pol. 137.2
7. Pol. 103
8. Pol. 103.1
9. Pol. 105
10. Pol. 218
11. Pol. 222
12. Pol. 227
13. Pol. 235
14. Pol. 204

15. Pol. 212

Book	Policy Manual
Section	200 Pupils
Title	Admission of Students
Code	201
Status	Draft (PSBA 8/19)
Adopted	March 25, 1991
Last Revised	January 23, 2012

Authority

The Board shall establish age requirements for the admission of students to first grade and to kindergarten that are consistent with state law and regulations.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Guidelines

Kindergarten

The Board establishes the district's entry age for kindergarten as **5 years by August 31, in accordance with state law and regulations.** (See Policy No. 201.1 for exception.)[\[8\]](#)

First Grade

Beginners are students entering the lowest grade of the primary school above the kindergarten level. The Board establishes the district's entry age for beginners as **6 years by August 31, in accordance with state law and regulations.** (See Policy No. 201.1 for exception.)[\[4\]](#)[\[5\]](#)[\[6\]](#)

The Board is not required to admit as a beginner any child whose age is less than the district's established admission age for beginners.[\[7\]](#)

Placement of Transfer Students

Children who apply for initial entrance to the district's schools by transfer from nonpublic schools or from schools outside the district will be placed initially in the grade level they would have reached elsewhere pending their observation and evaluation by classroom teachers, guidance personnel, and the school principal. After such observations and evaluations have been completed, the principal will determine the final grade placement of each individual child in relation to his/her past achievement, needs and abilities.

Delegation of Responsibility

The Superintendent or designee shall require that the parent/guardian of each student who registers for entrance to school shall submit proof of age, residency, and required immunizations.[\[9\]](#)[\[10\]](#)

Legal

1. 22 PA Code 11.12
2. 22 PA Code 11.41
3. 24 P.S. 1301

4. 22 PA Code 11.15
5. 24 P.S. 1304
6. 24 P.S. 1326
7. 22 PA Code 11.16
8. 22 PA Code 11.14
9. Pol. 200
10. Pol. 203
24 P.S. 503
22 PA Code 4.41

Book	Policy Manual
Section	800 Operations
Title	District Social Media
Code	815.2
Status	Draft (PNN Vol II 2021)
Adopted	
Last Revised	

Purpose

The purpose of this policy is to establish the process and standards for approval and operation of district-supported social media accounts, and to identify the differences between personally owned social media accounts and those maintained by the district.

Definitions

Social media - a category of Internet-based resources that integrate user-generated content and user participation to share information, ideas, personal messages and other content, including photos and videos. Social media includes **social networks**, which are online platforms where users can create profiles, share information and personal messages, and connect with others.

District-supported social media account - a social media account, regardless of platform, that is managed by a designated district employee(s), and is designed to further the educational mission of the district by providing information to the school community and general public.

Personal social media account - a social media account, regardless of platform, that is attributed to and operated by an employee, individual school director or student for personal use and is not approved by the Superintendent or designee as an official communications channel of the district.

Personally Identifiable Information - As defined in Policy 216 (Student Records)

Limited public forum - created when a district-supported social media account is intentionally opened for use by the public as a place for expressive activity related to district business and the district's educational program and extracurricular activities where members of the public may communicate, post or comment on information, subject to viewpoint neutral rules designated by the Board. In terms of social media, this would include the ability of public users to comment on or reply to social media posts, pictures, or videos.

Authority

The Board, at the discretion of the Superintendent or designee, shall approve all official social media accounts created and/or maintained as district-supported accounts, including social media accounts for individual schools within the district [\[1\]](#).

All district-supported social media accounts shall display the official name and logo and/or seal of the district and/or the individual district school.

The Board, at the discretion of the Superintendent or designee, establishes that district-supported social media accounts may operate as a **limited public forum**, where the public may comment and interact with information posted by the district, subject to the Board's established rules.

The Board approves the following rules for public interaction with district-supported social media accounts and directs staff to post this information on the district website and all social media accounts:

The district encourages community members to respond to posts and share comments that are constructive and courteous toward the school community. Statements and opinions expressed by visitors to the account do not reflect the opinions of the district. Questions regarding information should be directed to the building principal or to the Superintendent's office for district-wide information. The district shall review comments and may remove comments which:

1. Are profane, vulgar, harmful to minors or obscene, in accordance with Board policy.[2]
2. Contain threats.
3. Promote, suggest or encourage illegal activity or incite violence.
4. Promote or endorse commercial products, services or businesses.[3]
5. Contain confidential information.
6. Contain false or libelous statements.
7. Contain hate speech directed at a protected class of individuals, in accordance with Board policy on discrimination and harassment.[4][5]
8. Are spamming in nature (Links that redirect users to external pages that may try to collect personal information).

Delegation of Responsibility

The Board designates the Superintendent or designee, the Director of Communications, Marketing, and Media, and/or Manager of Communications Media to oversee all district-supported social media accounts and serve as the primary contact person for district-supported social media accounts.

The Superintendent or designee shall notify students and staff about this policy through employee and student handbooks, posting on the district website and by other appropriate methods.

All district staff assigned to monitor and maintain district-supported social media accounts shall receive training on:

1. Regularly reviewing district-supported social media accounts, in coordination with the district's chief communications representative, to update, remove and/or correct information.[6]

2. Complying with confidentiality provisions of student and staff information, in accordance with applicable law, regulations and Board policy and administrative regulations.[7][8]
3. Monitoring content for confidentiality and intellectual property violations, documenting potential violations, and notifying appropriate district staff to consider further action.[7][8][9]
4. Monitoring content for web accessibility standards and responding to public requests for accommodations.[2][4][5]
5. Monitoring public comments and responding, where appropriate, with clarification or redirection to additional information.
6. Monitoring public comments according to the Board's established rules, documenting potential violations, and notifying appropriate district staff to consider further action. Staff shall be provided training to assess comments in a viewpoint neutral manner, based on the Board's approved rules, regardless of the specific subject matter of comments.

The Board authorizes designated district staff maintaining district-supported social media accounts to remove individual posts or comments by public users that violate the established social media rules of this policy. The Board directs that review and consideration of posts or comments shall not discriminate on the basis of content or viewpoint, and staff must always be able to articulate the reason for removing a specific post, in accordance with Board policy. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions. Posts and comments may not be removed solely because they are critical of the district or district leadership, because they promote an unpopular opinion, or because of their viewpoint if the post or comment otherwise complies with the established social media rules. Designated district staff may turn off the comment function when initially making a post on district-supported social media accounts so that no person is able to comment on the post.

Designated district staff may not block users from accessing or commenting on district-supported social media accounts unless the outside account is identified as a security or system threat or spam account. Staff may consult with the Superintendent or designee and the school solicitor in determining appropriate actions.

Guidelines

Posting of Personally Identifiable Information

The Board authorizes posting of student images in photos or videos depicting the educational process or school-related events on district-supported social media accounts, unless the students' persons in parental relations have opted out via the First Day Verification process under the Family Educational Rights and Privacy Act and Board policy.[7][8][10][11]

The Board prohibits posting of staff images in photos or videos when a staff member has submitted a request to the Superintendent or designee that their image not be posted publicly online.

The Board directs district staff to post images and information to social media accounts in a manner that protects the safety and security of students and staff, such as posting images without extensive identification when possible.

Accessibility

The Board directs district staff who maintain district-supported social media accounts to post content that is accessible to individuals with disabilities, to the greatest extent possible based on the limitations of the platform. This shall include, but is not limited to:[4][5][12][13][14][15]

1. Including alternate text descriptions or captions for images.
2. Including captions for video content.
3. Avoiding text that is posted as an image.
4. Creating links and attachments in formats that are accessible to screen readers and other assistive technology.
5. Formatting text so that it is accessible to screen readers and other assistive technology.

All district-supported social media accounts shall contain clear contact information that may be used by members of the public to request accommodations or assistance.

Intellectual Property Rights

The illegal use of copyrighted, branded or trademarked materials or trade secrets is prohibited on district-supported social media accounts. All district-generated content shall be subject to copyright fair use guidelines and applicable laws, regulations and Board policy and administrative regulations.[9]

Connecting with Other Social Media Accounts

District-supported social media accounts shall not be connected to social media accounts of individual students through linking or tagging.

District-supported social media accounts may be connected through linking or tagging to social media accounts of parent-teacher organizations, district-related booster organizations or similar school-related groups when the content or information has been reviewed and approved by the district's chief communications representative.

Personal Social Media Accounts

The district shall not authorize, endorse or participate in posting on private social media accounts of individual school directors or school employees.

School directors and employees are strongly encouraged to use privacy settings on social media accounts and to clearly identify that it is their personal social media account and that it does not officially represent the Board or district.

In accordance with Board policy establishing professional boundaries, school employees should only communicate with students through district-provided communication devices or platforms.

The district respects employees' freedom of expression. If employee speech or expression would violate law or Board policy in a traditional forum, it is also prohibited in an online forum..[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[22\]](#)

Student use of personal social media accounts shall be addressed in accordance with applicable Board policies and administrative regulations related to student conduct, expression and students' individual rights and responsibilities. In accordance with Board policy, the district shall provide education on network etiquette and appropriate online behavior for students, including interaction with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response.[\[2\]](#)[\[4\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)

Consequences

A district employee who violates this policy may be subject to disciplinary action, up to and including termination, in accordance with applicable law, regulations and Board policy and administrative regulations.[\[16\]](#)[\[21\]](#)[\[29\]](#)

Legal

1. 24 P.S. 510
2. Pol. 815
3. Pol. 913
4. Pol. 103
5. Pol. 104
6. Pol. 911
7. Pol. 113.4
8. Pol. 216
9. Pol. 814
10. 20 U.S.C. 1232g
11. 34 CFR Part 99
12. 42 U.S.C. 12101 et seq
13. 29 U.S.C. 794
14. 28 CFR 35.160
15. Pol. 103.1
16. Pol. 824
17. 24 P.S. 1122
18. 24 P.S. 2070.1a et seq
19. 22 PA Code 235.1 et seq
20. U.S. Const. Amend. I
22. Pol. 320
23. 24 P.S. 1303.1-A
24. 47 U.S.C. 254
25. Pol. 218
26. Pol. 220
27. Pol. 235
28. Pol. 249

29. Pol. 317.1

30. 20 U.S.C. 1232g

31. 34 CFR 99.3

Knight First Amendment Inst. at Columbia Univ. v. Trump, 928 F.3d 226 (2d Cir. 2019)

Davison v. Randall, 912 F.3d 666 (4th Cir. 2019)

Garcetti v. Ceballos, 547 U.S. 410 (2006)

Mike Campbell v. Cheri Toalson Reish, 986 F.3d 822 (8th Cir. 2021)

Pickering v. Board of Education, 391 U.S. 563 (1968)

Connick v. Myers, 461 U.S. 138 (1983)

Rankin v. McPherson, 483 U.S. 378 (1988)

Pol. 801