

Saucon Valley School District
Regular Meeting of the Board of Education
October 11, 2022 – 7 pm
High School Audion

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Welcome to the meeting of the Saucon Valley School Board. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting and we look forward to your questions and comments.

We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Notice to Public - *This is to notify all in attendance at the Saucon Valley School Board meeting that the district is video and audio taping the meeting and the meeting will be posted for public viewing according to district policy.*

Agenda

5:45 pm – Collective Bargaining Issue, Personnel

- I. **Call to the Order** – *Dr. Shamim Pakzad, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – *October 11, 2022*
- VI. **Approval of Minutes** – *September 27, 2022*
- VII. **Recognition** – *None*
- VIII. **Presentation** –
 - A. *High School Student Representative – Alana Weirbach*
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*

XI. Presentation of Bills – David Bonenberger

- A. General Expenditures – \$858,840.71
- B. Cafeteria Expenditures – \$23,118.08
- C. Health Benefits – None
- D. Capital Projects – None

Recommendations for Approval

Presentation of Bills

- 1. Approve the above presentation of bills.

Recommendation: To approve all motions and recommendations as listed above in Presentation of Bills.

XII. Treasurer’s Report – Cedric Dettmar/David Bonenberger

Recommendations for Approval

None

Recommendation: No recommendations

XIII. AGENDA ITEMS

A. Education

Items/Projects for Discussion

- A. Summary of Academic & Personnel Committee Meeting – 9/28/22

Recommendations for Approval

Surplus/Obsolete Materials

- 1. Approve the list of Surplus/Obsolete educational materials.

Second & Final Reading – Policy 251, 251AR-0, 251AR-1, 251AR-2, 251AR-3

- 2. Approve the second and final reading of policies:

Policy 251 – Homeless Students

Policy 251AR-0 - Homeless Students

Policy 251AR-1 - Homeless Intake Form

Policy 251AR-2 – Procedural Safeguards Notice of Denial of Enrollment Form

Policy 251AR-3 – Enrollment Complaint to PDE Form

First Reading – Policies 113, 113.1, 113.2, 113.2AR, 113.3, 113.4, 113.5

- 3. Approve the first reading of policies:

Policy 113 – Special Education

Policy 113.1 – Discipline of Students with Disabilities

Policy 113.2 – Behavioral Support Program

- Policy 113.2 AR – Behavioral Management Program
- Policy 113.3 – Screening and Evaluations for Students with Disabilities
- Policy 113.4 – Confidentiality of Special Education Student’s Information
- Policy 113.5 – Parental Status and Appointment of Surrogate Parents for Children with Disabilities

Revision of Title IX Coordinator

- 4. Approve the revision of the Title IX coordinator on:
Policy 103.2 - Title IX/Nondiscrimination – Based on Sex

Recommendation: To approve all motions and recommendations as listed above in Education.

B. Personnel

Items/Projects for Discussion

- A. None

Recommendations for Approval

Maternity Leave

- 1. Approve a maternity leave for Amanda Hicks beginning approximately December 13, 2022. She will be using 30 sick days prior to enacting FMLA. She will then be on unpaid leave until her return on approximately May 1, 2023.

Dean of Students Stipend

- 2. Approve a stipend of \$500/month for Robert Frey for services as the High School Dean of Students effective October 3, 2022.

Resignation

- 3. Approve the resignation of Courtney Townsend as a dedicated day-to-day substitute, effective September 30, 2022.

High School Administrative Assistant

- 4. Approve Courtney Townsend as a Full-Time High School, AA4 Administrative Assistant, High School effective October 3, 2022, with salary and benefits per the current Compensation and Benefits Plan.

Homework Club

- 5. Approve the following individuals on a rotating basis for Homework Club. They will be splitting the stipend of \$5,311.00.

Beth Ravier	Kimberly Barndt
Christina Reyes	Colleen Avia

Joanna Lemay
Erin Ruyak
Heather Borger
And D'Angelis

Marguerite Whitley
Tamara Humphries
Ann LeMaster

Part-Time Bus Drivers

- 6. Approve the following part-time bus drivers with hourly rates and benefits per the current Educational Support Professionals Contract, effective October 12, 2022:

William Cartagena, Jr - P/T Bus driver
Ebony Rosa-Nunes, P/T Bus Driver

Non-Instructional Paraprofessional

- 7. Approve Sergio Lowenberg-Rivera as a part-time Non-instructional Paraprofessional at an hourly rate & benefits per the current Educational Support Staff Compensation & Benefits Plan, effective October 12, 2022.

Additions to the 2022-2023 Substitute Teachers

- 8. Approve the following additions to the 2022-2023 substitute list:

Maria Flores SV Emergency Certified - School Nurse
Thomas Roney SV Emergency Certified

Recommendation: To approve all motions and recommendations as listed above in Personnel.

C. Facilities

Items/Projects for Discussion

- A. None

Recommendations for Approval

NONE

Recommendation: No recommendations

D. Finance

Items/Projects for Discussion

- A. None

Recommendations for Approval

Title I Contract

- 1. Approve Contract with CIU20 for Title I Instructional Services for the 2022-2023 school year.

Hirshberg Mechanical Quote – 2 units-RHP 7 & 12

2. Approve the quote from Hirshberg Mechanical:
- Option A: Two Rooftop Heat Pumps (RHP 7&12) at a total cost of \$56,220.00
- Option B: Five Rooftop Heat Pumps (RHP 6,7,8,11 & 12) at a total cost of \$124,320.00

with funds coming from Fund Balance.

High School Yearbook Contract

3. Approve the contract with Herff Jones, Inc. for the printing and binding of the 2022-2023 high school yearbook in the amount of \$22,000.00

Berks County Intermediate Unit

4. Approve the contract with Berk County Intermediate Unit for evaluation services for the 2022-2023 school year.

The Stepping Stones Group LLC Contract

5. Approve the contract with The Stepping Stones Group LLC for specialized instruction services for the 2022-2023 school year.

Recommendation: To approve all motions and recommendations as listed above in Finance

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte*
- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta*

F. Northampton Community College – *Susan Baxter*

(Meetings are on the first Thursday of every month)

G. Bethlehem Area Vo-Tech School – *Cedric Dettmar and Bryan Eichfeld*

(Meetings are on the first Tuesday of every month)

H. Colonial Intermediate Unit – *Bryan Eichfeld*

(Meetings are on the fourth Wednesday of every month)

I. New Business –**Colonial Intermediate Unit Representative Resignation**

1. Approve the resignation of Bryan Eichfeld as the Colonial Intermediate Unit Representative.

J. Old Business –

K. Citizens' Inquiries and Comments – *Visitors should state their name and address.*

L. Announcements

Future Meetings ~

October 25, 2022

November 7, 2022 – Monday (due to elections)

M. Motion to Adjourn Meeting

The Saucon Valley School District does not discriminate on the basis of race, color, national origin, age, sex, or handicap.

A Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, September 27, 2022, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld, Dr. Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta (online), Dr. Shamim Pakzad, and Shawn Welch. Also present were Jaime Vlasaty, Superintendent; Judith Riegel, Board Secretary, and Timothy Gilsbach, District Solicitor.

- I. **Call to the Order** – 7:00 pm - Dr. *Shamim Pakzad, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
9-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Welch, second by Director Karabin moved to approve the Agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – None
- VI. **Approval of Minutes** – Director Conte, second by Director Erickson-Parsons moved to approve the minutes of August 13, 2022. Vote: 9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** –
 - A. High School Student Representative - Alana Weirbach
- IX. **Superintendent's Report** – *Jaime Vlasaty, Superintendent* – Mrs. Vlasaty reported that 236 iPads were sold to the community, students and staff. She also said that there would be monthly Emergency Planning meetings with the local Fire, EMS, and Police. Jillian Brodhead will be the new Title IX Coordinator.
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$1,137,068.14
 - B. Cafeteria Expenditures – \$17,123.80
 - C. Health Benefits – \$466,164.20
 - D. Capital Projects – None
 1. Approve the above presentation of bills.Director Dettmar, second by Director Welch moved to approve the Presentation of Bills.
Vote: 9-yes, 0-no
- XII. **Treasurer's Report** – *Cedric Dettmar/David Bonenberger*
 - A. Cash Investment and Bond Activity

- B. Condensed Board Summary Report
- C. Capital Project Finance Report
- D. Budget Transfers – None
- E. Middle School Activity Report – August 31, 2022
- F. High School Activity Report – August 31, 2022

- 1. Approve the above Treasurer’s Report

Director Dettmar, second by Director Erickson-Parsons moved to approve the Treasurer’s Report. Vote: 9-yes, 0-no

XIII. AGENDA ITEMS

A. Education

- 1. Approve Clarissa Phillips to complete an Independent Study Class with Jason Gordon. Credit will be awarded upon successful completion.

Director Eichfeld, second by Director Erickson-Parsons moved to approve Education Item #1. Vote: 9-yes, 0-no

B. Personnel

- 1. Approval of the hiring of the following Special Education teachers pending completion of employment paperwork:

Jessica Habas at Masters Step 10, \$74,293.00.

Chad Saylor at Masters+12 Step 1, \$62,945.00.

Director Welch, second by Director Dettmar moved to approve Personnel Item #1. Vote: 9-yes, 0-no

- 2. Approve the Transfer of Amy Braxmeier from High School Assistant Principal to Elementary School Principal, effective October 3, 2022, her salary will be \$115,000.00, prorated.

Director Welch, second by Director Erickson-Parsons moved to approve Personnel Item #2. Vote: 9-yes, 0-no

- 3. Approve the following resignations:

Shannon Piccolo, high school administrative assistant to the principal. Her last day was September 23, 2022.

Devin Kelly, middle school special Education Teacher, effective November 10, 2022.

James Hayes, middle school paraprofessional, effective September 30, 2022.

Sergio Lowenberg-Rivera as a dedicated day-to-day substitute effective September 30, 2022

Vicki Schuller, high school administrative assistant, effective October 7, 2022.

4. Approve Kristi Montagna as a Middle School Administrative Assistant to the Assistant Principal (AA3) with salary and benefits per the current Administrative Assistant's Compensation & Benefits Plan. Effective upon completion of employment paperwork.
5. Approve the change of classification for Megan Filchner from AA3 to AA4(Administrative Assistant to the Principal) with a \$1.00 per hour increase effective September 28, 2022.
6. Approve the following part-time paraprofessionals, with salary and benefits per the current Educational Support Staff Agreement:
Caroline Rosa - effective upon completion of employment paperwork.
Sergio Lowenberg-Rivera effective on October 3, 2022.
7. Approve the following emergency bus & van drivers:
Michael Stebelski
Pat Diehl
Effective September 28, 2022, with the hourly rate per the current Educational Support Professionals contract.
8. Approve a maternity leave for Stacey Palmer, a middle school language arts teacher. She will be starting her leave on January 9, 2023, using 15 sick days and 5 personal days, prior to beginning an unpaid FMLA leave. Her estimated date of return is April 17, 2023.
9. Approve revised dates for Felicia Stone's maternity leave. She will now be out from October 7, 2022 to December 9, 2022.
10. Approve the following co-curricular positions in the Elementary School for the 2022-2023 school year:
Girls On The Run – Heather Stauffer – Volunteer
Girls On The Run - Aimee Weidner - Volunteer
11. Approve the following mentors for the 2022-2023 school year. Salary is per the current professional agreement, which may be prorated if not a full year of mentorship.

Mentor

Maura Matuczinski
Ryan McCann

Inductee

Felicia Stone
Caitlin Pages

12. Approve an unpaid medical leave for Richard Kuhns, bus driver, he will be using paid time off until October 6, 2022, when it is exhausted. From October 7, 2022, until his anticipated return of November 1, 2022, he would be on unpaid medical leave.
13. Approve Sean Fenoff as the 2022-2023 High School Swim Coach at a stipend of \$5,226.00.
14. Approve the following additions to the 2022-2023 substitute list:
Sarah Yanega - SV Emergency Certified
Candace Means - SV Emergency Certified
Ravi Sajnani - SV Emergency Certified

Director Karabin, second by Director Eichfeld moved to approve Personnel Items #3-14.
Vote: 9-yes, 0-no

C. Facilities

- A. Facilities Committee Summary – September 14, 2022

D. Finance

- A. Finance Committee Summary – September 21, 2022
 1. Approved the attached 2022-2023 Saucon Valley Recreational Swim Membership “Hours & Fees”, effective November 1, 2022, or sooner pending approval of lifeguards.
 2. Approve a contract with Arbiter Sports, LLC for Arbiter Pay Unlimited Subscription from 9/1/2022 – 8/31/2024.
1st year total is 2,745.00,
2nd year total is \$2,445.00,
3rd year total is \$2,445.00
The total amount is \$7,635.00 with funds coming from the Athletic Department Budget.
 3. Approve the Hirschberg Mechanical proposal for replacing two AC/Heating rooftop units at a cost of \$56,220.00 with funds coming from the Fund Balance.

Director Conte, second by Director Karabin moved to approve Finance Item #3.

Director Eichfeld, second by Director Welch moved to amend the agenda to add the purchase of three additional HV/AC units. The information on the purchase of the additional units was not received prior to the publication of the agenda.

Public Comment – None

Director Eichfeld withdrew his motion.

Director Eichfeld, second by Director Karabin moved to table the original motion.
Vote: 9-yes, 0-no

4. Approve the attached Act 57 Resolution.
5. Approve the attached quote from Teksavers for the purchase of surplus/obsolete iPads.
6. Approve the contract with Lehigh Valley Events & Productions for DJ and Photo Booth Services on October 15, 2022, in the amount of \$1,825.00 with funds coming from the High School Student Government Association.
7. Approve the contract with CIU#20 for Psychological Re-evaluations for the 2022-2023 school year.

Director Welch, second by Director Erickson-Parsons moved to approve Finance Items #1,2,4-7. Vote: 9-yes, 0-no

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte*
- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta*

F. Northampton Community College – *Susan Baxter*

1. Approve Tyree A. Blair, Sr., Esq. (Easton Area School District) for the Northampton Community College Board of Trustees, with a term until June 30, 2026.

Director Karabin, second by Director Eichfeld moved to approve NCC Trustee.
Vote: 9-yes, 0-no

G. Bethlehem Area Vo-Tech School – *Cedric Dettmar and Bryan Eichfeld*

H. Colonial Intermediate Unit – *Bryan Eichfeld*

I. New Business – Dr. Pakzad asked Dr. Erickson-Parsons to be on the Finance committee.

J. Old Business - None

K. Citizens' Inquiries and Comments – *Visitors should state their name and address.*

L. Announcements

Future Meetings ~

October 11, 2022 and October 25, 2022

M. **Motion to Adjourn Meeting**

Director Welch, seconded by Director Conte moved to adjourn the meeting.

Vote: 9-yes, 0-no

7:40 AM

ATTEST: _____

Secretary

President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL Payment Dates: 09/22/2022 - 10/05/2022

Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061678	09/22/2022	CARLOS JOSE	CONTR SERVICE SOCCER GIRLS VAR		77.00
0000061679	09/22/2022	Cyr Traci	CONTR SERVICE FIELD HOCK EY VA	CONTR SERVICE FIELD HOCKEY JV	94.00
0000061680	09/22/2022	HIGH GLENN	CONTR SERVICE SOCCER BOYS JV		65.00
0000061681	09/22/2022	JANICE McKELLIN	CONTR SERVICE FIELD HOCK EY VA	CONTR SERVICE FIELD HOCKEY JV	94.00
0000061682	09/22/2022	KREITZ JAMES	CONTR SERVICE X COUNTRY BOY MS	CONTR SERVICE XCOUNTRY GIRL MS	70.00
0000061683	09/22/2022	Mac Baghadam	CONTR SERVICE SOCCER BOYS JV		65.00
0000061684	09/22/2022	MELYNDA AMATO	CONTR SERVICE SOCCER BOYS VAR		77.00
0000061685	09/22/2022	Noel Matthew	CONTR SERVICE SOCCER BOYS VAR		77.00
0000061686	09/22/2022	PHILIP MARTIN	CONTR SERVICE SOCCER GIRLS VAR		77.00
0000061687	09/23/2022	ALICE COUGHLIN	MISCELLANEOUS		150.00
0000061688	09/23/2022	LEXIA LEARNING SYSTEMS LLC	Lexia Learning - English		0.00
0000061689	09/26/2022	LEXIA LEARNING SYSTEMS LLC	Lexia Learning - English		3,000.00
0000061690	09/26/2022	Garland/DBS, Inc.	Existing Building Imp		439,167.00
0000061691	09/27/2022	AHOLD FINANCIAL SERVICES	Blanket PO For FCS		263.67
0000061692	09/27/2022	CINTAS CORPORATION-#101	Fire Inspection Services		9,642.12
0000061693	09/27/2022	Cyr Traci	CONTR SERVICE FIELD HOCK EY VA	CONTR SERVICE FIELD HOCKEY JV	114.00
0000061694	09/27/2022	DENNIS CAPOZZOLO	CONTR SERVICE FOOTBALL MS		57.00
0000061695	09/27/2022	GOPHER	PE Supplies		2,705.92
0000061696	09/27/2022	KANDISS SCHRADER	CONTR SERVICE FIELD HOCK EY VA	CONTR SERVICE FIELD HOCKEY JV	114.00
0000061697	09/27/2022	KIMBERLY ANN SNYDER	CONTR SERVICE VOLLEYBALL GIRLV	CONTR SERVICE VOLYBALLGIRL JV	94.00
0000061698	09/27/2022	MCFADDEN CHRIS	CONTR SERVICE FOOTBALL MS		57.00

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

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Bank Account: PG - PLGIT GENERAL Payment Dates: 09/22/2022 - 10/05/2022

Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061699	09/27/2022	MELNICK THOMAS JOHN	CONTR SERVICE FOOTBALL MS		57.00
0000061700	09/27/2022	PENNSYLVANIA MUSIC EDUCATORS-PMEA	PMEA Membership		142.00
0000061701	09/27/2022	PITSCO EDUCATION, LLC.	FTC registration		295.00
0000061702	09/27/2022	SCHAFFER BARRY P.	CONTR SERVICE FOOTBALL MS		57.00
0000061703	09/27/2022	SHANNON LEA FERRY	CONTR SERVICE VOLLEYBALL GIRLV	CONTR SERVICE VOLYBALLGIRL JV	94.00
0000061704	09/27/2022	WENDY MARTINEZ	MISCELLANEOUS		440.00
0000061705	09/28/2022	Pennsylvania FIRST Robotics	robotics registration fee		125.00
0000061706	09/28/2022	Criscuolo Katherine	CONTR SERVICE VOLLEYBALL GIRLV		67.00
0000061707	09/28/2022	JANICE McKELLIN	CONTR SERVICE FIELD HOCK EY VA		74.00
0000061708	09/28/2022	MARIO J. TRACA	CONTR SERVICE SOCCER GIRLS VAR		77.00
0000061709	09/28/2022	PODCZASY JOHN J.	CONTR SERVICE VOLLEYBALL GIRLV	CONTR SERVICE VOLYBALLGIRL JV	122.00
0000061710	09/28/2022	ROBERT WHITE	CONTR SERVICE SOCCER GIRLS VAR		77.00
0000061711	09/28/2022	ROBERTA NICHOLAS	CONTR SERVICE FIELD HOCK EY VA	CONTR SERVICE FIELD HOCKEY JV	114.00
0000061712	09/28/2022	ROMERIL MARTIN A.	CONTR SERVICE FIELD HOCK EY VA	CONTR SERVICE FIELD HOCKEY JV	114.00
0000061713	09/28/2022	Trisha Reifinger	CONTR SERVICE FIELD HOCK EY VA		74.00
0000061714	09/30/2022	LANCASTER-LEBANON IU#13	PROF EDUCATIONAL SVC - IU'S		437.17 #
0000061715	09/30/2022	NORTHAMPTON AREA SCHL DIST	TUITION - OTHER LEA'S MS		784.33 #
0000061716	10/05/2022	21ST CENTURY CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	39,726.44
0000061717	10/05/2022	AHOLD FINANCIAL SERVICES	Supplies		59.27
0000061718	10/05/2022	AMAZON	Supplies for 1st grade	Art Supplies	7,715.46
0000061719	10/05/2022	AMERICHEM	Janitorial Supplies		7,186.03

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

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Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061720	10/05/2022	APPLE INC.	Macbook Air Repair		447.95
0000061721	10/05/2022	ArbiterSports LLC	OTHER PROF SVCS ATHLETICS		2,745.00
0000061722	10/05/2022	ARTS ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		12,532.39
0000061723	10/05/2022	BAND SHOPPE	Band Supplies		1,666.60
0000061724	10/05/2022	BAVTS	VO-TECH TUITION 9-12		46,072.00
0000061725	10/05/2022	BERKELEY INDUSTRIAL	Supplies/Repair of Equipment		858.72
0000061726	10/05/2022	BRAINPOP LLC	BrainPop District Subscription Renewal		7,834.50
0000061727	10/05/2022	CAPSTONE ACADEMY	TUITION NON PUB - COMP ED 9-12		8,727.34
0000061728	10/05/2022	CARBON-LEHIGH I.U. #21	PROF EDUCATIONAL SVC - IU'S		1,226.39
0000061729	10/05/2022	CENGAGE LEARNING	Business Books		764.25
0000061730	10/05/2022	CINTAS CORPORATION-#101	Mechanic Uniforms		16.01
0000061731	10/05/2022	CINTAS FIRE	Fire Inspection Services		1,268.64
0000061732	10/05/2022	CIRCLE OF SEASONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	18,813.29
0000061733	10/05/2022	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS		10,619.88
0000061734	10/05/2022	Complete Document Solutions, PA, LLC	REG - LEASED COPIER - EL		1,145.74
0000061735	10/05/2022	CORPORATE ENVIRONMENTS	Supplies		937.44
0000061736	10/05/2022	CRISTAL FERNANDEZ	SUPPLIES VOLLEYBALL GIRLS VAR		39.99
0000061737	10/05/2022	CRYSTAL SPRINGS	SUPPLIES - PLANT OPERATIONS		28.00
0000061738	10/05/2022	DICK BLICK ART MATERIALS	Art Supplies		52.50
0000061739	10/05/2022	DONNA TRAYES	DUES & FEES TRANSPORTATION		102.50
0000061740	10/05/2022	EDOVATE LEARNING CORPORATION	Digital Renewal		1,198.50

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Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061741	10/05/2022	ELIZABETH ZELLNER	SENIOR CITIZENS TAX REBATE		250.00
0000061742	10/05/2022	EVERYDAY SPEECH LLC	Speech Educational Software		299.99
0000061743	10/05/2022	FENSTERMACHER ANNA	SENIOR CITIZENS TAX REBATE		250.00
0000061744	10/05/2022	FISHER SCIENTIFIC CO LLC	SUPPLIES REGULAR 5-8		65.92
0000061745	10/05/2022	FOX ROTHSCHILD LLP	INVOICE 3041719	INVOICE 3041734	16,140.10
0000061746	10/05/2022	GENERAL HEALTHCARE RESOURCES LLC	PROF SERVICES - MS L SUPPORT	SPEC ED - OTHER PROF SERVICE	7,743.06
0000061747	10/05/2022	GOVCONNECTION INC.	Adobe renewal		2,485.00
0000061748	10/05/2022	GRAINGER	Supplies		1,406.62
0000061749	10/05/2022	HIRE2INSPIRECONSULTING LLC.	PROF SVCS		13,900.00
0000061750	10/05/2022	HOGAN LEARNING ACADEMY, LLC	TUITION NON PUB - COMP ED 9-12		8,700.00
0000061751	10/05/2022	HOME DEPOT CREDIT SERVICES	Blanket PO For Home Depot Tech ED		864.97
0000061752	10/05/2022	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	Educ Software for SIP		1,000.00
0000061753	10/05/2022	HYDRA-NUMATIC SALES CO.	Waste Water Pump Service		447.72
0000061754	10/05/2022	JASON D. STEM	Lawn Cutting & Bed Maintenance		7,150.00
0000061755	10/05/2022	JOHNSON ANNE I.	SENIOR CITIZENS TAX REBATE		250.00
0000061756	10/05/2022	JOHNSTONE SUPPLY	HVAC Supplies		362.10
0000061757	10/05/2022	KAMPUS KLOTHES	SUPPLIES - ATHLETICS 9-12		475.70
0000061758	10/05/2022	KEYSTONE COLLECTIONS GROUP	TAX COLLECTION NORTH COUNTY	POSTAGE	14,405.70
0000061759	10/05/2022	KristiJoy Fedorowicz	UNIFORMS CHEERLEADING JV		299.90
0000061760	10/05/2022	LARA McCARTHY	INSTRCT OUTSIDE SCHOOL - OTHER PROF SVC - MS		150.00
0000061761	10/05/2022	LEHIGH VALLEY INTERSCHOLASTIC	Debate Dues		225.00

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL Payment Dates: 09/22/2022 - 10/05/2022

Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061762	10/05/2022	LITZENBERGER JANE	SENIOR CITIZENS TAX REBATE		500.00
0000061763	10/05/2022	LOGAN KIRIPOSKI INC.	Portable Toilet Rental		475.00
0000061764	10/05/2022	LVCIL	SPEC ED - OTHR PROF SVC - HS - COMP ED		312.00
0000061765	10/05/2022	MARK PAGES	RENTAL OF VEHICLES	GASOLINE - SPEC ACT 9-12	187.60
0000061766	10/05/2022	MEDCO SUPPLY COMPANY	Athletic Training Supplies		11.72
0000061767	10/05/2022	MESKO GLASS & MIRROR CO. INC.	Repair/Maintenance Equipment		225.00
0000061768	10/05/2022	MHS	Supplies for Psychologist		620.00
0000061769	10/05/2022	MICROBAC LABORATORIES INC.	Pool Water Testing		138.20
0000061770	10/05/2022	MORNING CALL	Morning Call Subscription		75.00
0000061771	10/05/2022	MUSIC & ARTS	Band Supplies		113.89
0000061772	10/05/2022	NASCO	PE Supplies		424.03
0000061773	10/05/2022	NCS PEARSON INC.	Educ Software for Psychologists		511.95
0000061774	10/05/2022	Nessy Learning Center	Educ Software for Reading		600.00
0000061775	10/05/2022	PARTS TOWN, LLC	Repair/Maintenance Equipment		283.28
0000061776	10/05/2022	PASPA	Institutional Membership		175.00
0000061777	10/05/2022	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		14,746.29
0000061778	10/05/2022	PIONEER MANUFACTURING CO	Field Paint		1,823.90
0000061779	10/05/2022	POWERSCHOOL GROUP LLC	Special Programs Renewal		4,916.82
0000061780	10/05/2022	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		219.49
0000061781	10/05/2022	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		30,612.46
0000061782	10/05/2022	PRINTFORCE LLC.	Supplies		537.09
0000061783	10/05/2022	PROQUEST LLC	renewal of 2 databases		2,734.06

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL Payment Dates: 09/22/2022 - 10/05/2022

Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061784	10/05/2022	ProShred Security Philadelphia	Document Shredding		390.00
0000061785	10/05/2022	PRO-VISION SOLUTIONS LLC	PM of Cameras		3,295.00
0000061786	10/05/2022	RENEE HILLMAN	SENIOR CITIZENS TAX REBATE		250.00
0000061787	10/05/2022	RIFTON Equipment	Hi-Lo Activity Chair		3,909.00
0000061788	10/05/2022	RIVERSIDE INSIGHTS	Supplies for Psychologist		1,488.30
0000061789	10/05/2022	ROHRER BUS SALES INC.	Supplies/Repair of Equipment	Supplies	3,933.39
0000061790	10/05/2022	SAFETY-KLEEN SYSTEMS INC.	Oil Filter Disposal		369.93
0000061791	10/05/2022	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		3,118.50
0000061792	10/05/2022	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		3,388.00
0000061793	10/05/2022	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		9,776.85
0000061794	10/05/2022	SANDY BERNICE L	SENIOR CITIZENS TAX REBATE		500.00
0000061795	10/05/2022	SAUCON VALLEY SPORTING GOODS	T-shirts for SWPBS		2,450.00
0000061796	10/05/2022	SCHOLASTIC MAGAZINES	Books/Periodicals		1,098.75
0000061797	10/05/2022	SCHOOL SPECIALTY, LLC.	Supplies		90.00
0000061798	10/05/2022	SCHOOL SPECIALTY, LLC.	Supplies for Art		2,285.74
0000061799	10/05/2022	SCHOOL SPECIALTY, LLC.	Books for 3rd grade		412.99
0000061800	10/05/2022	SERVICE ELECTRIC TELEPHONE CO.	TELEPHONE		1,143.82
0000061801	10/05/2022	STOTZ & FATZINGER OFF.SUPPLY	Special Ed supplies	Supplies	1,846.56
0000061802	10/05/2022	SWEETWATER SOUND INC.	General Music Supplies		4,750.93
0000061803	10/05/2022	SYSCO OF CENTRAL PA	SUPPLIES - CONSUMER ED 5-8		522.26
0000061804	10/05/2022	THE CAMPHILL SCHOOL INC.	SPEC ED NON-PUBLIC TUITION		5,313.00
0000061805	10/05/2022	THE COLLEGE BOARD	Digital Renewal		6,390.00

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL Payment Dates: 09/22/2022 - 10/05/2022

Payment Categories: Regular Checks, Manual Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000061806	10/05/2022	TIMES NEWS LLC	Bethlehem Press Subscription		12.95
0000061807	10/05/2022	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		82.05
0000061808	10/05/2022	UNITED ELECTRIC SUPPLY CO. INC.	Electrical Supplies		754.20
0000061809	10/05/2022	WARD'S NATURAL SCIENCE	Supplies		443.85
0000061810	10/05/2022	WEISS-SCHANTZ AGENCY INC.	WORKERS COMPENSATION		8,988.00
0000061811	10/05/2022	WERKHEISER LEON E.	SENIOR CITIZENS TAX REBATE		250.00
0000061812	10/05/2022	WILLIAMSPORT AREA HIGH SCHOOL	ATHLETICS DUES WRESTLING B VAR		300.00
0000061813	10/05/2022	WILSON AREA CROSS COUNTRY	ATHLETICS DUES XCOUNTRY B MS	ATHLETICS DUES XCOUNTRY G MS	75.00
0000061814	10/05/2022	XEROX FINANCIAL SERVICES	LEASED COPIER		11,316.04
0000061815	10/05/2022	XTRA MATH	Educ Software		500.00
0000061816	10/05/2022	Zoll Medical Corporation	AED Batteries		3,792.00
0000061817	10/05/2022	ZOOM VIDEO COMMUNICATIONS INC.	Zoom Renewal		5,900.00
10 - GENERAL FUND					857,247.71
Grand Total All Funds					857,247.71
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					(3,144.93)
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					860,392.64
Grand Total All Payments					857,247.71

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CP - CAFE - PLGIT Payment Dates: 09/24/2022 - 10/07/2022

Payment Categories: Regular Checks
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003551	10/07/2022	GOLD STAR FOODS, INC.	FOOD		448.38
0000003552	10/07/2022	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		1,099.55
0000003553	10/07/2022	MORABITO BAKING CO.	FOOD		821.55
0000003554	10/07/2022	PENN JERSEY PAPER CO. LLC	SUPPLIES		1,600.04
0000003555	10/07/2022	POCONO MOUNTAIN DAIRIES	MILK	FOOD	2,189.48
0000003556	10/07/2022	SINGER EQUIPMENT COMPANY	SUPPLIES		427.28
0000003557	10/07/2022	SYSCO OF CENTRAL PA	FOOD		16,531.80
50 - CAFETERIA					23,118.08
Grand Total All Funds					23,118.08
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					23,118.08
Grand Total All Payments					23,118.08

* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card

Academic and Personnel Committee – September 28, 2022

The Academic and Personnel Committee of the Saucon Valley School Board met on September 28, 2022, in the District Office Conference Room.

The following items were on the committee agenda:

Discussion & Action:

Policy 113 – Special Education

Policy 113.1 – Discipline of Students with Disabilities

Policy 113.2 – Behavioral Support Program

Policy 113.2 AR – Behavioral Management Program

Policy 113.3 – Screening and evaluations for students with Disabilities

Policy 113.4 – Confidentiality of Special Education Student's Information

Policy 113.5 – Parental Status and Appointment of Surrogate Parents for
Children with Disabilities

The committee agreed to move all Policies to the board for the first reading.

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

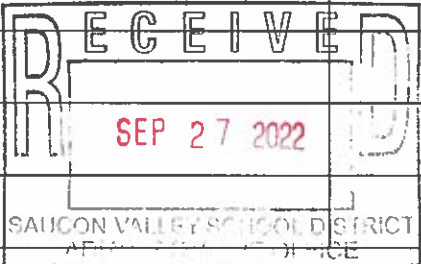
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
Scott Foresman Levelled Reader Sets	Grade 4 Below Level	Prior Reading Program Materials	6 boxes
↓	Grade 4 On-Level	↓	↓
↓	Grade 4 Above Level	↓	↓
↓	Grade 4 Assorted	↓	6 boxes



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *Leann Nelson* Date *9-27-22*

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

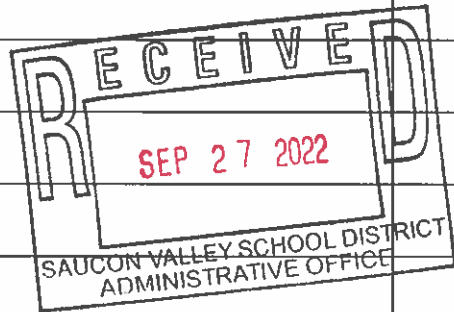
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
Scott Foresman Reading Street Grade 4 ↓ Textbook	ISBN- 0328108375 ↓	Outdated + Unused Prior Reading Program Materials ↓	12
			11



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *Lynn Niker* Date *9-27-22*

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

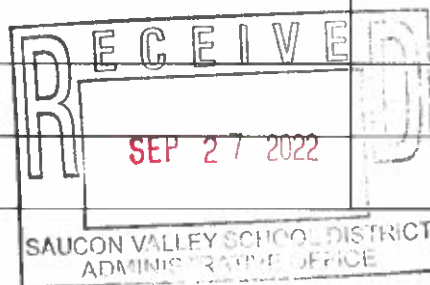
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
Scott Foresman Leveled Reader Teaching Guide	ISBN - 032816916-1	Outdated + Unused Prior Reading Program Materials ↓	3
Scott Foresman Textbook Reading Street Gr. 5	ISBN - 032810838-3		1
Scott Foresman Textbook Reading Street Gr. 4	ISBN - 0328108375		7
(Common Core Ed.)	ISBN - 032872453X		1



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *Lenni Niksa* Date *9-27-22*

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

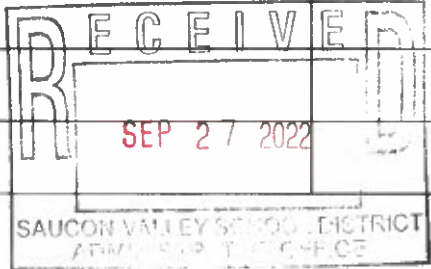
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
<i>Writer's Express Textbook Grade 4</i>	<i>ISBN - 0669471631</i>	<i>Outdated + Unused Prior Program Materials</i>	<i>20</i>
↓	↓	↓	↓



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *Lynn Nikke* Date *9-27-22*

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:
Date Declared _____ Date of Disposal _____
Picked Up By _____ Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

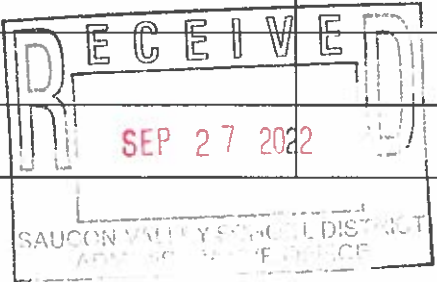
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: SV Elementary

Room Number: ES Office Closet

Description	Serial Number	Reason for Disposal	Total
Writer's Express Textbook Grade 4	ISBN — 0669471631	Outdated + Unused Prior Program Materials	10
Harcourt Brace School Dictionary (1974)	—	↓	2
American Heritage School Dictionary (1974)	—		2



Reason: Obsolete

Pick-up Location: ES Office Closet

Principal's/Supervisor's Signature Lenni Niker Date 9-27-22

Superintendent Signature Jaime Vlasaty Date _____

Office Use:
Date Declared _____ Date of Disposal _____
Picked Up By _____ Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

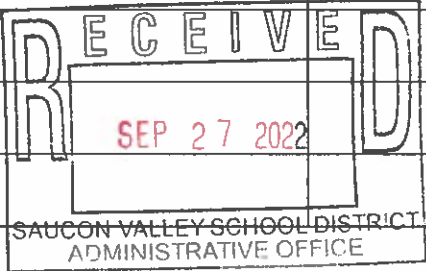
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
American Heritage School Dictionary (1974)	—	Outdated + Unused Books	7
American Heritage School Dictionary (1977)			2



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *Leann Tyler* Date *9-27-22*

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

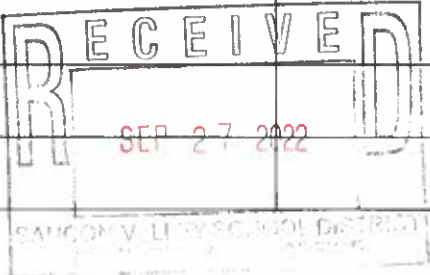
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
<i>American Heritage School Dictionary (1977)</i>	<i>—</i>	<i>Outdated + Unused Books</i>	<i>3</i>
<i>Merriam Webster's Thesaurus</i>	<i>ISBN- 978087791782</i>	<i>↓</i>	<i>5</i>



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *[Signature]* Date *9-27-22*

Superintendent Signature *[Signature]* Date _____

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

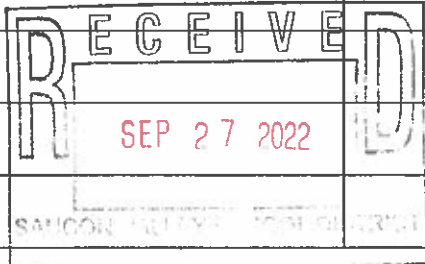
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *ES Office Closet*

Description	Serial Number	Reason for Disposal	Total
<i>Scholastic Children's Dictionary</i>	<i>9780545218580</i>	<i>Outdated + Unused Books</i>	<i>10</i>



Reason: Obsolete

Pick-up Location: *ES Office Closet*

Principal's/Supervisor's Signature *Leann Nish* Date *9-27-22*

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:

Date Declared _____

Date of Disposal _____

Picked Up By _____

Disposal Method _____

Saucon Valley School District
Office of the Superintendent

TO: David Bonenberger, Business Manager

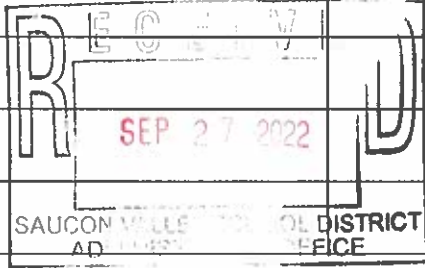
FROM: Jaime L. Vlasaty, Superintendent

RE: Surplus / Obsolete Materials

SCHOOL: *SV Elementary*

Room Number: *Office Closet*

Description	Serial Number	Reason for Disposal	Total
Scholastic Children's Dictionary	9780545218580	Outdated + Unused Books	4
↓	9780439702584	↓	5



Reason: Obsolete

Pick-up Location: ES Office Closet

Principal's/Supervisor's Signature *Lynn N...* Date 9-27-22

Superintendent Signature *Jaime Vlasaty* Date _____

Office Use:
Date Declared _____ Date of Disposal _____
Picked Up By _____ Disposal Method _____

Book Policy Manual

Section 200 Students

Title Homeless Students

Code 251

Status Active

Adopted

Last Revised

Authority

The Board recognizes ~~its obligation to ensure that homeless students have access to the same educational programs and services provided to the other district students.~~ **the need to promptly identify homeless children and youths within the district, facilitate their immediate enrollment, and eliminate existing barriers to their attendance and education, in compliance with federal and state laws and regulations.** [\[1\]\[2\]\[3\]](#)

The Board shall ~~make reasonable efforts to identify homeless children within the district, encourage their enrollment, and eliminate existing barriers to their attendance and education, in compliance with federal and state law and regulations~~ **ensure that homeless children and youths have equal access to the same educational programs and services provided to other district students.** [\[1\]\[2\]\[3\]\[4\]](#)

The Board ~~may waive~~ **authorizes the Superintendent to waive district policies, procedures and administrative regulations that create barriers for to the identification, enrollment, attendance, transportation, school stability and success in school of homeless students children and youths** ~~based on the recommendations of the Superintendent.~~ [\[3\]](#)

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

Definitions

Enroll or Enrollment means attending classes and participating fully in school activities. [\[7\]](#)

Homeless students children and youths ~~are defined as means individuals who lack a fixed, regular and adequate nighttime residence, which and includes the following conditions:~~ [\[7\]\[8\]](#)

1. **Children and youths who are:**

- a. Sharing the housing of other persons due to loss of housing, ~~or~~ economic hardship **or a similar reason**;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals.
 - e. ~~Awaiting foster care placement.~~
2. **Children and youths who have a primary nighttime residence that is a** ~~Living in~~ public or private places not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 3. **Children and youths who are** living in cars, parks, public spaces, abandoned buildings, substandard housing, **bus or train** ~~transportation~~ stations or similar settings;
 4. ~~Living as Migratory children in conditions described in previous example~~ **who qualify as homeless because they are living in circumstances described above**; and
 5. **School-aged parents living in houses for school-aged parents if they have no other available living accommodations.**
 - ~~6. Living as run-away children~~
 - ~~7. Abandoned or forced out of homes by parents/guardians or caretakers.~~
 - ~~8. Living as school aged unwed mothers in houses for unwed mothers if they have no other living accommodations.~~

School of origin is ~~defined as the school the student~~ **child or youth** attended when permanently housed or the school in which the ~~student~~ **child or youth** was last enrolled; **including preschool. When the child or youth completes the final grade level served by the school of origin, the school of origin shall include the designated receiving school at the next grade level for all feeder schools.**[\[6\]](#)

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

Delegation of Responsibility

The Board designates the **Sup**erintendent or designee to serve as the district's liaison for homeless ~~student and families~~ **children and youths.**[\[6\]](#)

The district's liaison shall ensure outreach and coordination with:[\[6\]](#)

1. Local service agencies and other entities that provide services to homeless children and youths and families.
2. Other school districts on issues of **prompt identification**, transfer of records ~~and~~ transportation **and other inter-district activities.**

3. **District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.**[10][9]
4. State and local housing agencies responsible for comprehensive housing affordability strategies.

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

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

Guidelines

Enrollment/Placement

Best Interest Determination -

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

1. Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the parent/guardian or unaccompanied youth.[6]
2. Consider student-centered factors related to impact of mobility on achievement, education, health and safety, giving priority to the request of the parent/guardian or unaccompanied youth.[6]
3. If, after such consideration, the district determines that it is not in the child's or youth's best interest to attend the school of origin or the school requested by the parent/guardian or unaccompanied youth, the district shall provide the parent/guardian or unaccompanied youth with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the parent/guardian or unaccompanied youth and shall include information regarding the right to appeal.[6]

Placement -

In accordance with the child's or youth's best interest, the district shall continue to enroll a homeless student in his/her school of origin while s/he remains homeless and through the end of the academic year in which s/he obtains permanent housing.[6]

Parents/Guardians of a homeless student may request enrollment in the school in the attendance area where the student is actually living or other schools.[6]

The district's liaison shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where s/he will be enrolled.[6]

Enrollment -

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

1. The student is unable to produce records normally required for enrollment.[11][12][13][14][15][16][17][3]
2. The application or enrollment deadline has passed during any period of homelessness.[11][6]

The district's liaison shall immediately contact the school last attended by the child or youth to obtain relevant academic or other records.[11][12][13][14][15][16][6]

The district may require a parent/guardian to submit contact information.[6]

Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district shall administer tests or utilize appropriate means to determine the student's assignment within the school.[18][6]

Dispute Resolution -

If a dispute arises over eligibility, enrollment or school selection:[6]

1. The parent/guardian or unaccompanied youth shall be referred to the district's liaison, who shall assist in the dispute resolution process. If the parent/guardian or unaccompanied youth initiating the dispute does not contact the district liaison directly, the district employee making the adverse decision shall be responsible for contacting the district liaison regarding the dispute as soon as possible and referring the family or youth involved to the liaison.
2. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals.
3. The district's liaison shall issue a written decision of the dispute within twenty (20) business days of being notified of the dispute.

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

Education Records

Information about a homeless child's or youth's living situation shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[16][17]

Comparable Services

Homeless students shall be provided services comparable to those offered to other district students including, but not limited to:[19][1][6]

1. Transportation services.[20]
2. School nutrition programs.[21]
3. Career and technical education.[22]
4. Preschool programs.
5. Educational programs for which the homeless student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs.[23]
 - b. Programs for English Language Learners.[24]
 - c. Programs for students with disabilities.[10]
 - d. Programs for gifted and talented students.[25]

Transportation

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

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

Training

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

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

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

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

2. **Understand the rights of such children, including requirements for immediate enrollment and transportation; and**
3. **Heighten the awareness of, and capacity to respond to, the educational needs of such children.**

Legal

1. 24 P.S. 1306

2. 22 PA Code 11.18

3. 42 U.S.C. 11431 et seq

4. 34 CFR 299.19

5. 42 U.S.C. 11431

6. 42 U.S.C. 11432

7. 42 U.S.C. 11434a

8. 34 CFR 200.30

9. Pol. 103.1

10. Pol. 113

11. Pol. 200

12. Pol. 201

13. Pol. 203

14. Pol. 204

15. Pol. 209

16. Pol. 216

17. Pol. 113.4

18. Pol. 206

19. Pol. 146

20. Pol. 810

21. Pol. 808

22. Pol. 115

23. Pol. 918

24. Pol. 138

25. Pol. 114

22 PA Code 403.1

20 U.S.C. 1232g

20 U.S.C. 6301 et seq

34 CFR Part 99

67 Fed. Reg. 10698

PA Education for Homeless Children and Youth State Plan

Book Policy Manual

Section 200 Students

Title Homeless Students

Code

251-AR-0

Status Active

Adopted

251-AR-0. HOMELESS STUDENTS

The McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.) is a United States federal law that states local educational agencies will designate an appropriate staff person as a local educational agency liaison for homeless children and youth.

The Saucon Valley Board of School Directors designates the Superintendent^[1] or designee^[2] to serve as liaison.

Liaison Responsibilities

The district's designated liaison for homeless students and families has the following responsibilities:

1. Identify homeless children and youth with assistance by school personnel and through coordination activities with other entities and agencies.
2. Inform parent(s)/guardian(s) of homeless students of educational rights and related opportunities available to their children, and provide them with meaningful opportunities to participate in the education of their children.
3. Disseminate public notice of the educational rights of homeless students where such children and youth are likely to receive services, such as schools, family shelters, soup kitchens, and food pantries.
4. ~~Mediate~~ Provide information on appeal rights and issue decisions on enrollment disputes and complaints regarding district compliance with McKinney–Vento.^[3]
5. Inform parent(s)/guardian(s) of a homeless child or youth, and any unaccompanied youth, of all transportation options, including to the school of origin, and assist in

accessing these transportation services.

6. Ensure that unaccompanied youth are immediately enrolled in school pending resolution of disputes that might arise over school enrollment or placement.
7. Assist children and youth who do not have immunizations, or immunization or medical records, to obtain necessary immunizations, or immunization or medical records.
8. Familiarize him/herself with the best resources in the community to assist families with referrals for things such as shelter, counseling, food, and transportation.
9. Distribute information on the subject of homeless students and arrange staff development workshops and presentations for school personnel, including office staff.
10. Provide standard forms and information about enrollment procedures and key school programs to each shelter in the district.
11. Become familiar with the various program materials that are available from the Pennsylvania Department of Education.
12. Collaborate with the district special education program to ensure that homeless children who are in need of special education and related services are located, identified, and evaluated. This is a requirement under the Individual with Disabilities Education Act, which mandates that highly mobile children with disabilities, including homeless children, be ~~identified~~ identified and served.
- 12.13. Liaisons should also ensure that homeless youth who have or may have disabilities have a parent or surrogate parent to make special education or early intervention decisions. In the case of an unaccompanied homeless youth, if a student is disabled or may be disabled, and the youth does not have a person authorized to make special education decisions, the following people can be temporary surrogate parents: staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs, and state, local education agency or child welfare agency staff involved in the education or the care of the child. This rule only applies to unaccompanied homeless youth.
- 13.14. Identify preschool-aged homeless children by working closely with shelters and social service agencies in their area, including instructing district staff to inquire whether a family has preschool-aged children when . In addition, the liaison should inquire, at the ~~time they are~~ enrolling homeless children and youth in school, ~~whether the family has preschool-aged children.~~
- 14.15. Identify unaccompanied homeless youth while respecting their privacy and dignity by providing specific outreach to areas where eligible students who are out of school may congregate.

Dispute Resolution

The following procedures will be utilized to resolve disputes regarding enrollment, school selection, homeless status or complaints of noncompliance:

1. District staff who determine that a child or youth is not homeless and deny enrollment shall notify the child/youth or their parent/guardian and the district liaison in writing of the adverse decision. The written notice will provide information on how the child/youth or their parent/guardian may appeal this decision to the liaison, including applicable timelines; the child's/youth's rights during the pendency of the appeal; and the right to appeal any adverse decision of the liaison to the McKinney-Vento Site, Regional or State Coordinator.^[4]
- 4.2. ~~The district shall immediately enroll the child/youth in the district. If a dispute arises over school selection or enrollment, the child or youth involved must immediately be admitted to the school in which s/he is seeking enrollment, pending resolution of the dispute. The parent(s)/guardian(s) or unaccompanied youth who initiated the dispute should contact the district liaison as soon as possible after receiving notice of the dispute. If the person initiating the dispute does not contact the liaison directly, the liaison should again attempt to contact the person initiating the dispute.~~
- 2.3. The liaison will ensure that the child/youth is immediately enrolled, explain the dispute resolution process to families, and help them use it. The liaison will issue a written disposition of the dispute within twenty (20) business days after the date on which the liaison is notified of the dispute. The written disposition will be provided to the parent(s)/guardian(s) or unaccompanied youth, will explain the basis for the decision, and advise the parent(s)/guardian(s) or unaccompanied youth of the right to appeal and the procedures to be used for the appeal.
- 3.4. The liaison should use and maintain Procedural Safeguards Notice Of Denial Of Enrollment Form when notifying the parent(s)/guardian(s) or unaccompanied youth of his/her determination. The parent/guardian or unaccompanied youth should sign the form to confirm receipt.
- 4.5. If the ~~The~~ parent/guardian or unaccompanied youth is dissatisfied with the district's resolution of a dispute regarding enrollment or any other issue of compliance with the McKinney-Vento Act, they may file a complaint with the McKinney-Vento Site, Regional or State Coordinator using Enrollment Complaint Form. Use of the form is not mandatory.

Transportation

If the student's school of origin or the school they choose to attend is within the district, the district will provide transportation.

If the student's school of origin is outside district boundaries, the liaison will coordinate with the school of origin to develop a method to apportion the responsibility and costs of transportation. The liaison should contact the appropriate individuals at the school of origin to reach such an agreement. If disputes arise over the method of apportion, the liaison should contact the Superintendent or designee.^[5]

HOMELESS STUDENT IDENTIFICATION INTAKE FORM

Building: _____	Date of Initiation of Services: _____
Person Logging Information: _____	

Name of Student: _____

Date of Birth: _____

Grade: _____

Parent(s)/Guardian(s): _____

Other Children/Students in the household: _____

Last Known District Address: _____

Phone Contact(s): _____

Description of current housing situation? (shelter, doubled up with families/friends, other such as campgrounds, motels, etc.)

Transportation: (Are we providing transportation to school of origin, sharing the cost of transportation with another district or using existing district busing?)

If there is other information we need to be aware of to help this student, please attach additional separate sheets.

This information is requested to aid in the district's responsibility for ensuring homeless students a free, appropriate public education on an equal basis with all other children.

PROCEDURAL SAFEGUARDS NOTICE OF DENIAL OF ENROLLMENT

To be completed by a school whenever an enrollment or school selection request of a student experiencing homelessness is denied:

Date: _____

Name and Title of School Employee Completing Form:

Requested School: _____


School District: _____ (This may be the school the child was attending when they became homeless, the school the child is currently attending or the school where the child is now living)

In compliance with Section 722(g)(3)(E) of the McKinney-Vento Homeless Assistance Act, the following **written notification** is provided to:

Parent or Guardian or Youth: _____

After receiving your request for enrollment or school selection for the student(s) listed above, **we hereby provide notice that the request is denied. The reason for this determination is the following:**

The school district hereby notifies the parent or guardian of the student or the unaccompanied youth of the following rights:

- The student has the right to **enroll immediately** in the requested or preferred school pending full resolution of the dispute.
- If the student(s) want to remain in the same school they were attending or the school they attended when they first became homeless, the student is **entitled to transportation** back to the prior school pending full resolution of the dispute if the placement (including any transportation involved) is feasible, reasonable and in the best interest of the student.
-  **You have the right to appeal this decision.** You may do so by completing the second page of this notice (Complaint Form) or by contacting Pennsylvania’s McKinney-Vento Homeless state coordinator by phone at (717) 783-6468.

- The family/unaccompanied youth can challenge the school district's decision by providing additional written material or by discussing the matter with the school, school district personnel, McKinney-Vento school district liaison or McKinney-Vento regional or site coordinator.
- The McKinney-Vento school district liaison can assist the family or youth in appealing the school district's decision. A copy of Pennsylvania's Homeless Children's Initiative Complaint Form is attached.
- The family/youth can have an advocate or attorney handle the matter.
- You may also ask for help from the Commonwealth's Office of General Counsel's
- Dispute Resolution Program. This is a voluntary informal mediation process through which a trained impartial mediator helps parties reach a mutually acceptable resolution. Using mediation does not waive a family/youth's right to file a lawsuit before or after the mediation. For more information go to: http://www.ogc.state.pa.us/portal/server.pt/community/dispute_resolution/4415.

Name of school district's homeless liaison involved in the decision:

Title: _____ Phone: _____

Email: _____

Name of McKinney/Vento regional coordinator consulted in making this determination:

I hereby confirm that I received this notice:

(Signature of parent, guardian or unaccompanied youth)

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

SAUCON VALLEY

SCHOOL DISTRICT

251-AR-3. ENROLLMENT COMPLAINT TO PENNSYLVANIA DEPARTMENT OF EDUCATION'S STATE COORDINATOR FOR HOMELESS CHILDREN'S INITIATIVE

State Coordinator, Education for Homeless Children & Youth Program
Pennsylvania Homeless Children's Initiative, Pennsylvania Department of Education
333 Market Street, 5th Floor, Harrisburg PA 17126-0333
Telephone (717) 783-6468

Date: _____
Name: _____
Address: _____ Phone: _____
Email: _____

Dear State Coordinator:

_____ is experiencing homeless. This child is my _____
(Name of Child) (son, daughter, etc.)

I am writing because the _____ School District:

will not enroll this child.

will not let this child stay in the same school s/he has been attending.

will not provide transportation to stay in the same school s/he has been attending.

will not provide equal access to public preschool.

251-AR-3. ENROLLMENT COMPLAINT TO PENNSYLVANIA DEPARTMENT OF
EDUCATION'S STATE COORDINATOR FOR HOMELESS CHILDREN'S
INITIATIVE - Pg. 2

- will not provide equal access to academic or nonacademic services.
(Explain which services).

- Other.

Please feel free to attach additional pages with explanation of situation, supporting documents, etc. You may call or write to me at the address listed at the top of the page with any questions you may have. Thank you.

Book Policy Manual

Section 100 Programs

Title Special Education

Code 113

Status Active

Adopted

Purpose

The district shall offer each student with a disability ~~who is a resident of the district shall be provided~~ quality education programs and services that **appropriately** meet the student's needs for educational, instructional, transitional and related services. ~~The special education program shall be designed to comply with the law; conform to district goals; and integrate programs of special education with the regular instructional program of the schools, consistent with the interests of the student with a disability and other students.~~ **A student who requires special education shall receive programs and services according to an individualized education program (IEP). The IEP shall provide access to the district's general curriculum and participation in state and local assessments, including supplemental aids and services that permit the student to be educated, to the maximum extent appropriate, with nondisabled peers. The district shall provide a continuum of placement options to appropriately meet the needs of students with disabilities.**[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)

Definitions

Students with disabilities ~~who are provided special education programs by the district shall include all resident children who meet the criteria defined by law.~~ **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. School-aged children who have identified disabilities but do not require special education may be entitled to accommodations or services or to enroll in courses of study in the district which serve students with disabilities pursuant to other law or Board policy.**[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Individualized Education Program (IEP) - the written educational statement for each student with a disability that is developed, reviewed and revised in accordance with federal and state laws and regulations.[\[12\]](#)[\[13\]](#)

Parent/Guardian - for purposes of this policy and Board policies related to special education, parent/guardian shall have the definition of parent in IDEA statute and regulations, which includes a biological or adoptive parent of a child; a foster parent, unless prohibited by state law or regulations; a guardian authorized to act as the child's parent, in accordance with law or regulations; an individual acting in the place of a parent, including a grandparent or other relative, with whom the child lives or an individual legally responsible for the child's welfare; or an appointed surrogate parent, in accordance with law and regulations.[\[9\]](#)[\[14\]](#)

Authority

The Board directs that all ~~resident~~ students with disabilities shall be identified, evaluated, and provided with appropriate educational **programs** and services, in accordance with federal and state laws and regulations. The district shall establish and implement a system of procedural safeguards and ~~parental~~ **parent/guardian notification as part of its special education plan.** [\[1\]](#)[\[2\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)

The district shall develop and submit a special education plan to the Department of Education for approval every three (3) years, and shall implement such plan as required by law and regulations. The district's special education plan shall include procedures for identifying and educating students with disabilities and ~~shall be aligned the Strategic Plan adopted by the Board~~ **describe the elements required by law, regulations and Board policy. Prior to approval by the Board and submission to the Department of Education, the special education plan shall be made available for public inspection and comment in the district's administrative offices and the nearest public library for a minimum of twenty-eight (28) days.** [\[5\]](#)[\[22\]](#)[\[23\]](#)

The district's special education plan shall comply with the requirements of state and federal laws and regulations, and shall be submitted in accordance with the guidelines and in the form established by the Department of Education. The district shall establish procedures to ensure the plan is updated and implemented as necessary. [\[5\]](#)[\[22\]](#)[\[24\]](#)

The Board shall determine the facilities, programs, services and staff that shall be provided by the district for the instruction of students with disabilities, **based upon the identified needs of the district's special education population.** [\[5\]](#)[\[15\]](#)

In order to maintain an effective special education plan, the Board may participate in special education programs ~~of the Colonial Intermediate Unit No. 20~~ with other agencies and/or intermediate units. [\[5\]](#)

Delegation of Responsibility

The Superintendent or designee is directed to annually recommend to the Board the employment and retention of necessary, qualified staff and provision of required facilities, programs and services to provide for the needs of students with disabilities.

The Superintendent or designee shall develop procedures for evaluating the effectiveness of the district's special education plan and shall periodically report to the Board the criteria and results of such evaluation.

Guidelines

~~The program to which~~ **Each student with a disability is assigned shall be one that educated pursuant to an IEP which shall** provides an appropriate education, ~~seeks to assure success in learning, and offers in~~ the least restrictive environment, in accordance with federal and state laws and regulations. [\[1\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

~~The Board directs that all procedures for implementing an individualized education program be designed to guard the privacy of the student and the family.~~

~~No student with a disability shall be denied, because of handicap/disability, participation in activities, programs or services offered or recognitions rendered to district students, unless participation is not possible because of the handicap/disability.~~

The district prohibits discrimination based on disability. Students with disabilities are entitled to receive services and accommodations which will permit them to participate in district programs, services and activities as required by law. [\[11\]](#)[\[28\]](#)

If the district is identified with significant disproportionality, the special education plan shall include prevention measures for inappropriate overidentification and disproportionate representation by race or ethnicity of children with disabilities. [\[5\]](#)

Fiscal and Program Compliance

The district shall maintain **Superintendent or designee shall establish** procedures and processes that implement special education programs and services to ensure that the district complies in accordance with all federal and state laws and regulations and program requirements for special education-related funding and reimbursement. ~~In the following areas:~~

- ~~1. Educational plans.~~
- ~~2. Child find.~~
- ~~3. Assessments.~~
- ~~4. Screening.~~
- ~~5. Evaluations.~~
- ~~6. Reevaluations.~~
- ~~7. Individualized Education Program (IEP).~~
- ~~8. Extended School Year Services (ESY).~~
- ~~9. Behavior Support.~~
- ~~10. Educational placement.~~
- ~~11. Disciplinary placements.~~
- ~~12. Facilities.~~
- ~~13. Early interventions.~~
- ~~14. Procedural safeguards.~~
- ~~15. Confidentiality of information.~~

The district may coordinate with Colonial Intermediate Unit No. 20 to establish procedures, fulfill reporting requirements and participate in applicable programs.

Child Find/Outreach

The Superintendent or designee shall ensure that the district annually conducts awareness and outreach programs and activities designed to reach district residents including parents/guardians of students with disabilities who are enrolled in the district, preschool-aged children, students who attend private schools, homeless children and children who are wards of the state. [\[29\]](#)[\[30\]](#)

The district's public awareness activities shall include annual publication of a written notice in newspapers and other media notifying residents about child identification activities; available special education services and programs and how to request them; and procedures used to ensure confidentiality of student information. Written information shall be published in district handbooks and on the district website. Public awareness activities must include information regarding potential signs of developmental delays and other risk factors that could indicate disabilities.

The Intermediate Unit shall be responsible for conducting child find activities necessary to provide equitable participation services to students with disabilities who are enrolled by their parents/guardians in private schools.

Screening

The district shall establish a system of screening, including hearing and vision screenings. Screenings shall be conducted at reasonable intervals to determine whether all students are performing based on grade-appropriate standards in core academic subjects. [\[31\]](#)[\[32\]](#)

Confidentiality

The district shall maintain a system of safeguards to protect the confidentiality of students' educational records and personally identifiable information when collecting, storing, disclosing and destroying student records.^{[33][34][35]}

District staff shall maintain the confidentiality of student records and personally identifiable information, as required by law, regulations and Board policy.

Recording of Meetings

Except as specifically provided for within this policy, the district prohibits audio, video and electronic recording of meetings between parents/guardians and district teachers, paraprofessionals, program specialists, consultants or administrators.

An attempt to record a meeting by a parent/guardian after a verbal prohibition by district staff shall result in immediate termination of the meeting and may result in ejection from district property and possible prosecution.

The district shall permit audio recording of a meeting when a participant submits, at least five (5) days prior to the meeting, documentation that substantiates:

1. Participant has a disability or limited English proficiency that significantly limits his/her ability to meaningfully understand or participate in the meeting's intended decision-making and recording is the only feasible means of accommodating the limitation.
2. Individual has a legitimate interest in attending the meeting but for good cause is unable to do so, and recording is the only feasible means by which s/he can meaningfully understand and participate in the decision-making.

Legal

1. 22 PA Code 4.28

2. 22 PA Code 12.1

3. 22 PA Code 12.4

4. 22 PA Code 14.102

5. 22 PA Code 14.104

6. 34 CFR 300.1

7. 24 P.S. 502

8. 22 PA Code 14.101

9. 20 U.S.C. 1401

10. 34 CFR 300.8

11. Pol. 103.1

12. 22 PA Code 14.131

13. 34 CFR 300.320-300.324

14. 34 CFR 300.30

15. 24 P.S. 1372

16. 22 PA Code 12.41

17. 22 PA Code 14.101 et seq

18. 20 U.S.C. 1400 et seq

19. 29 U.S.C. 794

20. 42 U.S.C. 12101 et seq

21. 34 CFR Part 300

22. 22 PA Code 4.13

23. Pol. 100

24. 34 CFR 300.201 et seq

25. 22 PA Code 14.145

26. 20 U.S.C. 1414

27. 34 CFR 300.320-300.327

28. Pol. 103

29. 22 PA Code 14.121

30. 34 CFR 300.111

31. 22 PA Code 14.122

32. Pol. 209

33. 22 PA Code 15.9

34. 34 CFR 300.611-300.627

35. Pol. 113.4

24 P.S. 1371

Pennsylvania Training and Technical Assistance Network (PaTTAN)

Pol. 113.1

Pol. 113.2

Pol. 113.3

Pol. 202

Pol. 216

Pol. 914

Last Modified by Policy Staff on December 18, 2018

Book Policy Manual

Section 100 Programs

Title Discipline of Students with Disabilities

Code 113.1 Vol VI 2020

Status Active

Purpose

~~When necessary~~ **The district shall develop and implement Positive Behavior Support Plans and programs shall be developed and maintained** for students with disabilities ~~in order to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors~~ who require specific interventions to address behaviors that interfere with learning. [\[1\]](#)[\[2\]](#)[\[3\]](#)

Students with disabilities who ~~engage in inappropriate behavior~~ 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, and Board policy.** [\[1\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

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 district policy or **district school rules or and regulations**. No student with a disability shall be **expelled subjected to a disciplinary change in placement** if the student's particular misconduct is a manifestation of his/her **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, ~~regardless of whether the student's behavior is a manifestation of his/her disability~~ **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

~~Any removal from school is a change of placement for a student identifies with mental retardation.~~ 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 ~~his/her~~ **the student's** disability may be ~~expelled pursuant to~~ **disciplined in accordance with district Board policy and procedures, district rules and regulations in the same manner and to the same extent as students without disabilities.**[\[4\]\[5\]\[6\]\[7\]](#)

Parent/Guardian 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 parent/guardian 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 parent/guardian 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 of a student with a disability to an appropriate interim alternative educational setting for up to forty-five (45) school days if the hearing officer determines that where the district demonstrates by substantial evidence 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.[\[10\]\[15\]](#)

~~Weapons Violations~~

~~A student with a disability who carries a weapon to school or a school function may be removed from his/her current placement. The Student shall be placed in an appropriate interim alternative educational setting for no more than forty-five (45) days.~~

~~Drugs/Controlled Substances Violations~~

~~A student with a disability who knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school function may be removed from his/her current placement. The student shall be placed in an appropriate interim alternative educational setting for no more than forty-five (45) days.~~

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

PSBA Revised 9/20 © 2020 PSBA

Legal References

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
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
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
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Book Policy Manual

Section 100 Programs

Title Behavior Support

Code 113.2 Vol VI 2020

Status Active

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 Saucon Valley School District will use the Behavior Management Program in accordance with PA. State Board of Education Title 22, PA. Code Special Education Services and Program, Regulations Chapter 14, Section 14.36 and Standard Chapter 342, Section 342.36. The standards and regulations indicate that positive measures shall form the basis of behavior management programs. The dignity of an individual is to be a primary consideration in the development of effective programming designed to assist those students whose behavior problems interfere with learning.~~

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, when used in this section, shall have the following~~ **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 utilizing 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 – ~~devices and technique designed and used to control acute or episodic aggressive behaviors or to control involuntary movements or lack of muscular control due to organic causes or conditions. The term includes physical and mechanical 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 parents/guardians and specified in the IEP.
6. Mechanical restraints governed by this policy, such as devices used for physical or occupational therapy, seatbelts 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, with or without staff supervision in the same room at all times, 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 ~~him/herself~~ **the student**, to other students or to employees, and only when less restrictive measures and techniques have proven to be or are less effective.[\[1\]](#)

The Director of Special Education or designee shall notify the parent/guardian as soon as practicable of the use of restraints to control the aggressive behavior of the student and ~~The use of restraints to control the aggressive behavior of an individual student shall cause~~ **convene** a meeting of the IEP team ~~to review the current IEP for appropriateness and effectiveness~~ **within ten (10) school days of the use of restraints, unless the parent/guardian, 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 parents/guardians.[\[1\]](#)

Mechanical restraints shall prevent a student from injuring ~~him/herself~~ **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, or 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.**

~~The behavior support program shall include the training of personnel for the use of specific procedures, methods and techniques, and for having a written policy on the use of behavior management techniques and obtaining parental consent prior to the use of highly restraining or intrusive procedures. In accordance with their plans, agencies may convene human rights committees to oversee the use of restraining or intrusive procedures and restraints.~~

~~Parental consent shall be obtained prior to the use of highly restraining or intrusive procedures.~~

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, and 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 Director of Special Education 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 References

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

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SAUCON VALLEY SCHOOL DISTRICT

ADMINISTRATIVE REGULATION

ADOPTED April 8, 2008

113.2-AR-1. BEHAVIORAL MANAGEMENT PROGRAM

Any special education student who exhibits behavior problems which interfere with his/her the student's ability to learn must have a program of behavior management. This behavior management plan will be included in the Individualized Education Plan (IEP) and shall:

1. Primarily focus on positive rather than negative measures.
2. Use interventions that are the least intrusive necessary.
3. Not substitute aversion techniques, restraints or discipline for the systematic application of behavior change techniques.
4. Only use techniques for which the staff has been adequately trained.

The Behavior Management Program represents three (3) levels of interventions based upon the best practices cited in the current professional literature. These intervention levels include the following:

- | | |
|-----------|--|
| Level I | Good classroom management strategies. No Behavior Management Program is required as part of the IEP nor parental consent. |
| Level II | Moderately Intrusive Management. A Behavior Management Program is required as part of the IEP as is parental consent. |
| Level III | Restrictive interventions which are to be considered after Level II interventions are determined Ineffective. A Behavior Management Program is required as part of the IEP as is parental consent. |

All interventions are predicated upon clear, direct, specific, concrete communications. The communication pattern is based upon interaction among school, student, and family. Data is to be collected regarding the effectiveness of the individual Behavior Management Plan, and parents are to be involved in the process of developing the plan via the IEP. Specific aversion procedures, restraints, or techniques designed and used

to control acute episodic aggressive behavior, or to control involuntary movement may never be used as a substitute for a Behavior Management Program. Only when a student is acting in a manner as to be a clear and present danger to ~~him/herself~~ the student, to other students or to employees, can an emergency physical restraint be utilized. Some more intrusive techniques may be utilized, but only when it has been documented that less restrictive measures have proven to be less effective.

INTERVENTION LEVELS

Level I

Classroom management traditionally has been associated with discipline, control, or other terms that connote reducing unacceptable student behavior. Management is commonly reviewed as a prerequisite to instruction, something that must be accomplished so that teaching can occur. Successful classroom management involves not merely responding effectively when problems occur, but also preventing problems from occurring by creating environments that encourage learning and appropriate behavior. Thus, comprehensive classroom management incorporates both proactive planning for and encouragement of productive behavior as well as reactive responding to unproductive student behavior. Proactive classroom management activities involve the establishment and maintenance of a productive learning environment that fosters high levels of engagement and prevention of student disruptions. The effectiveness of behavior control strategies will be maximized when used in conjunction with preventive methods. Without proactive management methods, behavior-change interventions will have limited long-term effectiveness.

Level II

Interventions at this level consist of the twin goals of behavioral intervention: 1) to increase appropriate or adaptive behavior and 2) decrease inappropriate or maladaptive behavior.

The underlying assumption of any behavioral intervention is that the student's behavioral problems represent either deficits in adaptive behavior, or excesses in behavior that prove maladaptive in the student's environment. If a student is unable to carry out a required task or behavior because of deficits in prerequisite skills, the task of instruction may be to develop the lacking skills. In contrast, a student may be capable of performing a target skill or behavior but may for some reason lack the motivation to perform at a level commensurate with ability. In addition to basic acquisition or performance deficits, consideration must be given to other potential interfering behaviors.

Level III

These interventions are formal programs which are restrictive in nature and may modify the student's rights during implementation. They specifically focus on restraining strategies and are considered more intrusive to personal freedom than either Level I or II interventions.

EMERGENCY INTERVENTION

Emergency procedures for behavior that presents a clear and present danger to the student or others may be delineated on the IEP. These emergency procedures may include:

1. Parent contact to immediately remove student from school.
2. Notifying police.
3. Notifying Mental Health/~~Mental Retardation~~ **Developmental Disabilities**, Children and Youth, Probation, etc.
4. Calling emergency services and ambulance.
5. Nonviolent therapeutic physical crisis intervention by trained staff.
6. Suspensions or expulsions, in accordance with applicable law and regulations.

Book Policy Manual

Section 100 Programs

Title Screening and Evaluations for Students With Disabilities

Code 113.3

Status Active

Adopted

Purpose

The Board adopts this policy to define the minimum requirements for screening; educational evaluations conducted to determine eligibility for special education services, instructional levels and programming requirements for students with disabilities, including functional behavioral assessments; and requirements for independent educational evaluations. [\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]\[12\]](#)

Authority

The Board shall adopt a system of screening that may include early intervention services and must be designed to accomplish identification and initial screening for students prior to district referral for a special education evaluation. The system shall provide support to staff to improve working effectively with students in the general education curriculum, identify students who may require special education services and programs, and must include hearing and vision screening and screening at reasonable intervals to determine whether students are performing at grade appropriate levels in core academic subjects. [\[1\]\[7\]\[13\]](#)

Early intervention services shall comply with the requirements of state and federal law and regulations in order to address academic concerns or behaviors that may be impeding success, but which can be resolved through research-based intervention programs in the regular education setting. [\[7\]](#)

Rights Preserved and Waiver of Pre-Evaluation Screening

The district's screening activities shall not serve as a bar to the right of a parent/guardian to request an evaluation as described in this policy, at any time. When the completion of screening activities prior to referral for an evaluation will result in serious mental or physical harm or significant educational regression to the student with a disability or others, the district may initiate an evaluation or re-evaluation without completion of the screening process. Whenever an evaluation is conducted without a pre-evaluation screening, the screening activities included in Board policy and administrative regulations shall be completed as part of that evaluation whenever possible.

The Board authorizes the use of functional behavioral assessments (FBAs) as an evaluation to gather information to understand the purpose of the student's behaviors and to assist with developing a positive Behavior Support Plan. FBAs must be conducted when: [\[5\]\[10\]\[11\]\[12\]\[14\]](#)

1. A student's behavior interferes with his/her learning or the learning of others and information is necessary to provide appropriate educational programming.

2. A student's behavior violates the Code of Student Conduct and is determined to be a manifestation of a student's disability.
3. A student is placed in an interim alternative educational placement for a qualifying reason permitting such placement for up to forty-five (45) school days for certain offenses.
4. The school contacts law enforcement regarding a student who already has a positive Behavior Support Plan.

FBA's may also constitute part of the initial evaluation to determine eligibility for special education.

The district shall comply with requirements of state and federal laws and regulations when conducting evaluations. [\[2\]\[6\]\[15\]\[9\]\[16\]](#)

An appropriate evaluation of a student, whether conducted by district staff or individuals not employed by the district, shall consist of the administration of all testing and the use of all assessment procedures required to determine the existence of all legally defined disabilities reasonably suspected by district staff, parents/guardians, or the evaluator. An appropriate evaluation shall assist in determining the content of the IEP to enable a student with a disability to be involved in and progress in the general curriculum.

A student shall be assessed in all areas related to the suspected disability including, as appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.

A re-evaluation of a student who currently has an IEP shall be conducted as required by state and federal law and regulations. [\[3\]\[6\]\[16\]\[17\]](#)

Guidelines

Parent/Guardian Requests

Parents/Guardians may request an evaluation at any time. The parent/guardian request must be in writing. If a request is made orally to any professional employee or administrator, the district shall provide a copy of the permission to evaluate form to the parents/guardians within ten (10) calendar days of the oral request. [\[1\]\[2\]](#)

The evaluation shall be completed and a copy of the evaluation report presented to parents/guardians no later than sixty (60) calendar days after receipt of written parent/guardian consent for an evaluation, exclusive of the period following the last day of the spring school term to the first day of the subsequent fall term.

Appropriate Evaluations

An appropriate evaluation shall use a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about a student. [\[2\]\[6\]\[8\]\[9\]](#)

The evaluations should be designed and intended to avoid the duplication of information already available from recent evaluations.

An appropriate evaluation shall include:

1. Testing and assessment techniques required in light of information currently available from previous evaluations.

2. Information from parents/guardians and school staff familiar with the performance of the student.
3. The student's education records.

The evaluator shall review all such sources of information prior to conducting testing and assessment. The evaluator shall review assessments conducted by others that indicate how the student is responding to early intervention services and scientific research-based instruction and/or include such assessments as part of the evaluation.

To the extent that the results of such instructional assessments are inconsistent with the results of norm or criterion-referenced testing and assessments that the evaluator has administered, the evaluator shall explain the reason for the inconsistency in the evaluation report, if possible.

When assessing the presence of a specific learning disability, the evaluation shall be consistent with procedures adopted by the district and comply with state and federal law and regulations. [\[4\]\[18\]](#)

Testing and assessment procedures shall be selected and administered to yield valid measurement or assessment of the construct or quality they purport to measure or assess. The evaluator shall administer any testing or assessment procedures in a manner consistent with the requirements and recommendations of the publisher of the test or procedure and in compliance with applicable and authoritatively recognized professional principles and ethical tenets. The evaluator shall report any factor that might affect the validity of any results obtained.

All assessments and evaluation materials shall be selected and administered so as not to be discriminatory on a racial or cultural basis. Where feasible, assessments and evaluations shall be administered in a language and form most likely to provide accurate information about the student.

The evaluation shall include an observation of the student in an educational setting, unless the student is not currently in such a setting. The evaluator shall obtain information concerning the performance of the student directly from at least one (1) current teacher of the student, unless the student does not have a current teacher. If the evaluator is unable to conduct an observation of the student in an educational setting, the evaluator shall consult with a district employee who has had the opportunity to conduct such observation.

The evaluator shall hold an active certification that qualifies the evaluator to conduct that type of evaluation. If certification is not issued for the particular area of professional practice in which the evaluator is lawfully engaged, the evaluator shall hold such license or other credentials as required for the area of professional practice under state law.

The evaluator shall prepare and sign a full report of the evaluation containing:

1. Clear explanation of the testing and assessment results.
2. Complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores; domain or composite scores; and subtest scores reported in standard, scaled, or T-score format.
3. Complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
4. Identification of all special education and related services needs and relevant information that directly assists persons in determining the educational needs of the student.
5. Specific, individualized recommendations for consideration by the IEP team for educational programming and placement to enable the student to participate as appropriate in the general

education curriculum in the least restrictive environment, as defined by federal and state law and regulations.

Re-Evaluations

Re-evaluations shall be conducted within the timeframes required by state and federal laws and regulations unless the parent/guardian and the district agree in writing that a re-evaluation is unnecessary. For students with intellectual disability, the re-evaluation cannot be waived. The group of qualified professionals that reviews the evaluation materials to determine whether the child is a student with a disability shall include a certified school psychologist when evaluating a student for autism, emotional disturbance, intellectual disability, multiple disabilities, other health impairment, specific learning disability and traumatic brain injury.[\[3\]\[19\]\[20\]](#)

Copies of the re-evaluation report shall be disseminated to parents/guardians at least ten (10) days prior to the meeting of the IEP team unless this requirement is waived in writing.

Independent Educational Evaluations

A parent/guardian who disagrees with the results or content of an evaluation performed or obtained by the district may request an independent educational evaluation at district expense. A parent/guardian is entitled to only one (1) independent educational evaluation at public expense each time the district conducts an evaluation with which the parent/guardian disagrees. The independent educational evaluation must arise from parents'/guardians' disagreement with the district's most recent evaluations or re-evaluations of the student. The district shall be entitled to a copy of all results of independent educational evaluations conducted at public expense. If an oral request for an independent educational evaluation is made to a professional employee or administrator, that person shall inform the parent/guardian that the request must be in writing. If the native language of the parent/guardian is other than English, the requirement that the parent/guardian make his/her request in writing shall be conveyed by whatever means practicable and in the native language of the parent/guardian.[\[9\]\[21\]](#)

A written request for an independent educational evaluation at district expense shall be immediately forwarded to the Director of Special Education and Student Services, who may, upon receipt of the written parent/guardian request, ask that the parent/guardian state his/her reasons for disagreement with the evaluation conducted or proposed by the district. The district cannot require the parent/guardian to do so, and the refusal of the parent/guardian shall not delay the process required by this policy.

The criteria under which the independent educational evaluation at public expense is obtained must be the same as the criteria used by the district in conducting an appropriate evaluation, including the location of the evaluation and the qualifications of the examiner, to the extent those criteria are consistent with the parent's/guardian's right to an independent educational evaluation at public expense. The qualified examiners who conduct the independent educational evaluation may not be employed by the public agency responsible for the education of the student.

Within ten (10) school days of receipt of a request for an independent educational evaluation in writing from a parent/guardian, the Director of Special Education and Student Services shall either initiate a due process hearing to show that the district's evaluation is appropriate and notify the parent/guardian in writing that s/he has done so or issue to the parent/guardian correspondence containing:

1. Assurance that the district will pay for an independent educational evaluation as long as the evaluation meets all of the requirements of an appropriate evaluation and is in compliance with this policy.
2. Statement that the district will not pay for the evaluation until it receives directly from the evaluator a complete copy of a report of that evaluation and determines that the evaluation is in compliance

with this policy.

3. Request that the parents/guardians consider accessing reimbursement for all or part of the evaluation from public or private sources of insurance or reimbursement, together with a clear assurance that the parent/guardian is not required to do so and that the district will pay any cost not covered by such sources.
4. Directions that the parent/guardian is responsible for arranging for the evaluation and ensuring that the evaluator contacts the Director of Special Education and Student Services to arrange for payment of the evaluation.

Upon request, the district shall provide to parents/guardians information about where an independent educational evaluation may be obtained.

If the evaluation has already been conducted and paid for, the district shall issue correspondence advising the parent/guardian that the district will not reimburse the parent/guardian for the evaluation until it receives a complete and unredacted copy of the report of the evaluation and determines that the evaluation is in compliance with this policy. The district shall require documentation substantiating that the parents/guardians paid for or incurred the obligation to pay for the evaluation without reimbursement from a public or private source of insurance or reimbursement.

The Director of Special Education and Student Services shall send the correspondence to the parent/guardian by certified mail or by other independently verifiable means of conveyance and enclose a copy of this policy.

The Director of Special Education and Student Services shall maintain a list of qualified independent evaluators in each of the various disciplines commonly relied upon to provide education-related evaluations and assessments and shall promptly make that list available to any parent/guardian who requests it.

In accordance with federal law, if the parents/guardians of a student with a disability, or suspected of having a disability, obtain an independent educational evaluation on their own, without requesting payment by the school district, the results of the evaluation shall be considered by the district/IEP team with respect to decisions regarding the provision of a free appropriate education for the student. [\[6\]\[9\]](#)

Legal

1. 22 PA Code 14.122

2. 22 PA Code 14.123

3. 22 PA Code 14.124

4. 22 PA Code 14.125

5. 22 PA Code 14.133

6. 20 U.S.C. 1414

7. 34 CFR 300.226

8. 34 CFR 300.301-300.311

9. 34 CFR 300.502

10. 34 CFR 300.530

11. Pol. 113

12. Pol. 113.2

13. Pol. 209

14. Pol. 113.1

15. 34 CFR 300.300-300.311

16. 34 CFR 300.503

17. 34 CFR 300.303-300.306

18. 34 CFR 300.307-300.311

19. 34 CFR 300.303

20. PA Ass'n for Retarded Children (PARC) v. Com. of Pa., 343 F. Supp. 279 (E.D. Pa. 1975)

21. Pol. 138

20 U.S.C. 1400 et seq

34 CFR Part 300

Pennsylvania Training and Technical Assistance Network (PaTTAN)

Last Modified by Policy Staff on December 18, 2018

Book Policy Manual

Section 100 Programs

Title Confidentiality of Special Education Student Information

Code 113.4 Vol VI 2020

Status Active

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 name of a student, the student's parents/guardians or other family members.
2. The address of the student or student's family.
3. A personal identifier, such as the student's social security number, student number, or biometric record.
4. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
5. 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.
6. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

Guidelines

Parental Access Rights

The district shall permit parents/guardians 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 parent/guardian 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 parent's/guardian's 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 parents/guardians 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 made for parents/guardians so long as the fee does not effectively prevent parents/guardians 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 parental request.

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 parent/guardian believes that information in the student's education records is inaccurate, misleading or violates the privacy or other rights of the student, the parent/guardian 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 in accordance with a parental request, the district shall inform the parent/guardian of the refusal and advise the parent/guardian of the right to a hearing.

Records Hearing

The district shall, on request, provide parents/guardians 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 parent/guardian of the parent's/guardian's 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 parents/guardians 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 parent's/guardian's 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.[\[2\]](#)[\[8\]](#)[\[33\]](#)[\[35\]](#)[\[36\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)

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.[\[27\]](#)



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Legal References

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
- 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

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

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Book Policy Manual

Section 100 Programs

Title Parental Status and Appointment of Surrogate Parents for Children With Disabilities

Code 113.5

Status Active

Adopted

Authority

The Board adopts this policy on the use and training of surrogate parents in order to comply with the Individuals with Disabilities Education Act (IDEA) and other applicable federal and state law and regulations. The Board recognizes that in the process of a child's education, parents play an important role in safeguarding the rights of a student with a disability. In order to ensure those rights where children are wards of the state or where parents are unknown or unavailable, the Board may identify those children and appoint an individual to represent the child in matters of education.[\[1\]\[2\]](#)

Definition

Parent - the term parent, for purposes of this policy and in accordance with state and federal law and regulations, means:[\[3\]\[4\]](#)

1. A biological or adoptive parent of a child;
2. A foster parent, unless state law, regulations, or contractual obligations with a state or local entity prohibit a foster parent from acting as a parent;
3. A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child (but not the state if the child is a ward of the state);
4. An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child's welfare; or
5. A surrogate parent who has been appointed in accordance with law.

Except as provided below, the biological or adoptive parent, when attempting to act as the parent under this part and when more than one (1) party is qualified under this definition to act as a parent, must be presumed to be the parent for purposes of this policy, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child.

If a judicial decree or order identifies a specific person or persons to act as the "parent" of a child or to make educational decisions on behalf of a child, then such person or persons shall be determined to be the "parent" for purposes of this policy.

Guidelines

Parental Status Not Determined by Residency

A person who satisfies the criteria established in the definition above shall have all the rights, protections, and obligations of a parent under the IDEA and Chapter 14 of the State Board of Education regulations regardless of whether s/he resides with the child for whom s/he is a parent.

Legal Notices and Other Papers

District staff may presume that legal notices and other papers required by law to be given to the parent of a child with a disability have been effectively delivered to all persons qualified to act as a parent of that child when such notices or papers are mailed or sent by other reliable means of conveyance to the address identified through the registration process as the residence of the child for school attendance purposes. If district staff have actual knowledge that a person qualified to act as a parent of the child is not receiving such notices when mailed or delivered in accordance with this subsection, copies of notices or papers shall be sent or delivered separately to the residence of that parent.[5]

Surrogate Parents

Criteria for Appointment –

The district shall appoint a qualified surrogate parent to perform the functions and exercise the rights of a parent/guardian in accordance with applicable law and regulations if a staff member responsible for contacting or providing notice to the parent of a child with a disability, or a child thought to have a disability, determines after reasonable investigation of the circumstances that:[2]

1. No parent, as defined in this policy can be identified;
2. Neither the district nor any other social services or law enforcement agency involved with the child or the family of the child can discover the whereabouts of a parent as defined in this policy;
3. The child is a ward of the state as determined by the Secretary of Education; or
4. The child is an unaccompanied homeless youth as defined in applicable law.[6][7]

As used in this policy, reasonable investigation shall mean attempted telephone and mail contact with the parent/guardian of the child at the last known address and telephone number available, if such information is available; consultation with all social services or law enforcement agencies known to be involved with the child or the family of the child; and interview of the child, when appropriate.

Qualifications of Surrogate Parents –

The district shall recruit and maintain a list of names and contact information for persons who are willing to serve as surrogate parents and who meet the following criteria for selection:[2]

1. Is not an employee of the Pennsylvania Department of Education, the Colonial Intermediate Unit, the Saucon Valley School District, or any other agency that is involved in the education or care of the child; provided, however, that the reimbursement of expenses by the district shall not designate such person as an “employee” of the district solely because of such reimbursement of expenses;
2. Has no personal or professional interest that conflicts with the interest of the child s/he represents;

3. Has obtained all criminal and child abuse background clearances required by law; and [\[8\]\[9\]](#)
4. Has knowledge and skills that ensure adequate representation of the child, including training provided by the district or by another source recognized as credible by the district concerning parent and child rights and responsibilities under the IDEA and Chapter 14 of the State Board of Education regulations regarding available programs and services for children with disabilities.

Appointment –

As soon as practicable after establishing that any one (1) of the criteria for appointment in this policy has been satisfied, the responsible staff member shall notify the responsible program administrator, who shall contact and appoint a surrogate parent who meets the qualifications enumerated in this policy. As soon as practicable after the surrogate parent has accepted the assignment, the responsible administrator shall forward to the surrogate parent copies of all current educational records concerning the child and shall arrange a meeting or other appropriate interaction between the surrogate parent and the child. [\[10\]\[11\]](#)

Unaccompanied Homeless Youth -

In the case of a child who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents until a surrogate parent can be appointed that meets all of the requirements of law and this policy. [\[2\]](#)

Surrogate Parent Responsibilities -

The surrogate parent may represent the assigned child in all matters relating to: [\[2\]\[10\]\[11\]\[12\]\[13\]\[14\]](#)

1. The identification, evaluation and educational placement of the child.
2. The provision of a Free Appropriate Public Education (FAPE) to the child.

Legal

1. [20 U.S.C. 1400 et seq](#)
2. [34 CFR 300.519](#)
3. [22 PA Code 14.101](#)
4. [34 CFR 300.30](#)
5. Pol. 200
6. [42 U.S.C. 11434a](#)
7. Pol. 251
8. [23 Pa. C.S.A. 6344](#)
9. [24 P.S. 111](#)
10. Pol. 113
11. Pol. 113.4
12. Pol. 113.1
13. Pol. 113.2
14. Pol. 113.3

Saucon Valley School District

Policy

Title – 103.2 – Title IX/Nondiscrimination – Based on Sex

Section – Programs

Adopted – October 13, 2020

Revised –

Content

Purpose

The district is an educational entity that believes in ensuring a safe, nurturing, healthy and non-discriminatory learning and teaching environment for all members of the school community. The Board also believes in ensuring the opportunity for all members of the school community to reach their full potential through access and participation all district educational activities and programs.

Statement on Non-Discrimination

The district does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, ethnicity, national origin or age in its education programs and activities. The protection against discrimination extends to employment.

Definitions

For the purposes of this policy, the terms below have the following definitions:

Advisor is the person who assists the Complainant or Respondent during the hearing by conducting cross-examination of the other party on behalf of either the Complainant or Respondent. The party gets to select their advisor. Attorneys can serve as an advisor. If a party does not have an advisor, the school must provide one.

Complainant is an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Consent exists when all parties exchange mutually understandable affirmative words or actions indicating their agreement to participate voluntarily in sexual activity. Consent must be informed, voluntary, and actively given. Resistance by the complainant is not required. Consent does not exist if the sexual act was by forcible compulsion which is the use of physical, intellectual, moral, emotional or psychological force. Consent does not exist if a person is threatened, unconscious, incapacitated due to the influence of drugs and/or alcohol, or suffers from a mentally disability that makes them incapable of

giving consent. Consent may be withdrawn by either party at any time. Once withdrawal of consent has been expressed through words or actions, sexual activity must cease. Pennsylvania defines the age of consent as age 16 or above. Children under age 13 cannot consent to sexual activity. Children between the age of 13-15 cannot consent to sexual intercourse with a person four or more years older than them.

Decision-Maker is the person or panel of people assigned by the Title IX Coordinator to conduct a fair and impartial review of all the facts and evidence in making a determination on the responsibility or non-responsibility of a Respondent on a complaint of sexual harassment or in reviewing an outcome on appeal. A decision maker or decision-making panel must be unbiased and trained on the policies and procedures under Title IX that are applicable to serving as an adjudicator.

Delays or Extensions: The overall time frame to conclude a grievance process must be “reasonably prompt”. A school can have good cause for any short-term delays or extensions, with written notice to the parties and an explanation for the delay or extension. Any delay or extension must be temporary or limited. Examples of good cause delays may include considerations such as concurrent law enforcement activity, the need for language assistance, or accommodation of disabilities.

Formal complaint is a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate (i.e. seeking admission or acceptance) in the education program or activity of the school district. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information listed in this policy.

Informal resolution is an option to resolve a formal complaint in a mediation or restorative justice manner. An informal resolution can only be offered as an option to the parties if a formal complaint is filed. Once a formal complaint is received, at any time prior to reaching a determination regarding responsibility the school may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The Complainant and Respondent must each agree in writing that they want to participate in an informal resolution process. The District will provide to the parties a written notice disclosing: the allegations, the requirements of the informal resolution, an explanation that any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process. The informal resolution process is not available and cannot be offered to resolve any reported incident of an employee sexually harassing a student.

Informal Resolution Facilitator is the person assigned by the Title IX Coordinator to manage the Informal Resolution process. The informal resolution facilitator must be fair, impartial, and trained in Title IX policy and procedures, specifically those dealing with mediation and restorative justice best practices.

Investigator is the person(s) assigned by the Title IX Coordinator to conduct a prompt fair and impartial investigation into the formal complaint. Investigator must be unbiased and trained in Title IX policy and procedures.

Respondent is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment is conduct on the basis of sex that satisfies one or more of the following:

- (1) **Quid Pro Quo** - An employee of the school conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct;
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; or
- (3) **Sexual Assault** is defined as –an offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
- (4) **Dating violence** is violence committed by a person—
 - (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship,
 - (ii) The type of relationship, and
 - (iii) The frequency of interaction between the persons involved in the relationship.
- (5) **Domestic violence** includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- (6) **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

Standard of Proof: The district will apply a clear and convincing standard of proof. The same standard of proof is applied for matters involving students and matters involving employees.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant regardless of whether a formal complaint has been filed or to the respondent after the filing of a formal complaint. Such measures are designed to restore or preserve equal access to the school's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the school's educational environment, or deter sexual harassment. Supportive measures may include, but are not limited to:

1. Counseling,
2. Extensions of deadlines,
3. Modifications of work or class schedules,
4. Mutual restrictions on contact between the parties,
5. Changes in work or housing locations,
6. Leaves of absence,
7. Increased security and monitoring of certain areas of the school, and
8. Other similar measures.

Schools must keep confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the school to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Emergency removal. Schools may remove a respondent from the school's education program or activity on an emergency basis, provided that the school undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Administrative leave. A school can place a non-student employee respondent on administrative leave during the pendency of a grievance process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

Authority

Title IX states "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any education program or activity receiving Federal Financial Assistance."

In accordance with Title IX, the Board prohibits sexual harassment and discrimination on the basis of sex. Violations of this policy may result in disciplinary action in accordance with the Code of Student Conduct, Board policy, and applicable federal, state, and local law and regulations.

Guidelines

Title IX Coordinator

Title IX Coordinator is responsible for ensuring the prompt, equitable and supportive response to all reports received under this policy. Specifically, the Title IX Coordinator responsibilities include, but are not limited to:

1. Monitoring the school district's compliance with Title IX, which includes explaining and providing supportive measures (to one or both parties);
2. Providing ongoing education and training on Title IX;
3. Overseeing, managing and directing the response to a reported complaint and, if applicable, investigation into any complaint that is covered under Title IX; and
4. Taking appropriate action to eliminate the harassing behavior, prevent its recurrence, and remedy its effect.

The school district has also designated a Deputy Title IX Coordinator who may assist the Title IX Coordinator in the discharge of these responsibilities.

Any questions regarding Title IX or the application of this policy can be directed to the Title IX Coordinator. The following person has been designated as the District's Title IX Coordinator:

~~Lynn Cheddar~~ [Jillian Brodhead](#)

Title IX Coordinator

2097 Polk Valley Road

Hellertown, PA 18055

610-838-7001, ext. 4409 [1116](#)

Lynn.cheddar@svpanthers.org Jillian.broadhead@svpanthers.org

Reporting

Any report of sex based discrimination or harassment will be taken seriously, addressed promptly and with sensitivity.

A student may report an incident of sexual discrimination or harassment verbally or in writing to any District employee. All reports shall be directed *immediately* to the Title IX Coordinator. All non-students can report any incident of sex based harassment to the Title IX Coordinator. Reports can be made at any time by phone, email, or by completing and submitting the discrimination/Harassment Incident Reporting Form. Form is attached to this policy.

Additionally, if the person who received a complaint of sexual harassment is a mandated reporter and has reasonable cause to suspect that a student is the victim of child abuse, the incident should immediately be reported to the appropriate agency as

directed by state law. This mandated reporting obligation is *in addition* to a report being made to the Title IX Coordinator.

Disciplinary Consequences

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include but is not limited to:

1. Loss of school privileges;
2. Permanent transfer to another school building, classroom or school bus;
3. Exclusion from school-sponsored activities;
4. Detention;
5. Suspension; and
6. Expulsion.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement, and/or individual contract, up to and including termination of employment.

Retaliation

This policy prohibits retaliation against an individual who files a complaint in response to conduct that s/he reasonably believes violates this policy, or against an individual who participates or cooperates with an investigation, as provided by both Title IX of the Education Amendments of 1972 and Title VII of the Civil Rights Act of 1964. Anyone who experiences retaliation should report it to the Title IX Coordinator. Such retaliation, if founded, will result in the same disciplinary action applicable to one who engages in harassment. Reporting harassment will not affect the reporting individual's status with respect to either an employee's future employment or work assignments or a student's future academic opportunity, progress or record.

False Accusations

Anyone who knowingly makes a false accusation of discrimination or harassment prohibited by this policy or knowingly provides false information in the course of an investigation of a complaint may be subject to the full range of administrative or disciplinary consequences, including potential termination and/or expulsion. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

Confidentiality

Confidentiality will be maintained to the extent possible to effectively respond to a reported incident of sexual harassment. If a request for confidentiality is received, the school will evaluate any confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. A request for confidentiality may limit the school's ability to respond. All efforts shall be made to maintain the confidentiality of any person initiating or involved in a reported incident of sex-based harassment to protect the privacy of all parties, consistent with the District's responsibility to promptly address and investigate such complaints based on applicable state and federal laws.

Based on the content of what is reported to the District, all incidents that are required by law to be reported to law enforcement and/or ChildLine. ChildLine 1-800-932-0313.
<http://www.keepkidssafe.pa.gov/resources/childline/index.htm>

Scope of Title IX

Title IX covers those reported incidents of sexual harassment that take place in the United States and in the context of an education program or activity which includes locations, events, or circumstances over which the school exercised substantial control over both the Respondent and the context in which the sexual harassment occurs.

If a reported incident does not fall under the scope of Title IX, the reported incident will be reviewed and appropriate steps taken under other applicable District policies, including, but not limited to, 103 – Nondiscrimination in School and Classroom Practices; 104 – Nondiscrimination in Employment and Contract Practices; 247 – Hazing; 249 – Bullying/Cyberbullying; 317, 417 – Conduct/Disciplinary Procedures; and 824 – Maintaining Professional Adult/Student Boundaries.

This Title IX policy runs concurrently with and parallel to all applicable laws, regulations and existing district policies and procedures to the extent allowable under the law.

Resources

The District is committed to providing an educational environment that promotes safety and wellness for the entire school community. Any student or employee is encouraged to seek the assistance of available school-based and community resources to provide support and/or emergency assistance.

- School Counselors and/or Social Workers
- School Psychologist
- Local Counseling and Psychological Services
- Employee Assistance Program Information (for employees)
- Lower Saucon Police Department

The Title IX Coordinator will notify the Director of Special Education should a student receiving special education services be identified as a complainant, respondent, or witness in an investigation under this policy.

Delegation of Authority

The Board directs the Superintendent or designee to develop administrative regulations to implement this policy. The Superintendent shall publish this policy to students, employees, and the community through posting on the school district's website, newsletters, and other appropriate means.

Legal References

Title IX of the Educational Amendments of 1972, 20 U.S.C. §§1681-1688;
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a);
EEOC Policy Guidelines on Sexual Harassment, 29 C.F.R. §1604.11;
PA Human Relations Act, 43 Pa. Cons. Stat. Ann. § 951-960 (Purdon 1964 & Supp. 1991);
Pennsylvania Child Abuse Reporting §6311,
<https://www.compass.state.pa.us/CWIS/Public/ReferralsLearnMore> ;
29 C.F.R. §1604.11
20 U.S.C. 1092(f)(6)(A)(v)
34 U.S.C. 12291(a)(10)
34 U.S.C. 12291(a)(8)
34 U.S.C. 12291(a)(30)
Human Relations Commission Guidelines on Sexual Harassment, 11 Pa. Bulletin No. 5 (Jan. 31, 1981).
Policy 103, 103.1, 104, 247, 249, 317, 417, 824

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

APPENDIX TO CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and Saucon Valley School District, 2097 Polk Valley Road, Hellertown, PA 18055, (610) 838-7001.

Colonial Intermediate Unit 20 will administrate instructional services in accordance with the Title I program at nonpublic schools.

The rates for these services are as follows:

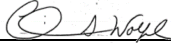

Instructional Services	\$	1,390.00
Administrative Costs	\$	41.70

The total cost for said services shall not exceed \$1,431.70. This contract will be in effect for the 2022-2023 School Year.

Saucon Valley School District will be billed for services rendered by Colonial Intermediate Unit 20.

Either the Intermediate Unit or the Provider may cancel this contract with or without cause at any time by giving the other party thirty (30) days written notice of intent to terminate this contract.

The signed contract must be returned to Mr. Jon Wallitsch, Assistant to the Executive Director for Management Services, at the Intermediate Unit Office.

DocuSigned by: 	09/28/2022	_____	_____
Dr. Christopher S. Wolfel Executive Director	Date	Saucon Valley School District Superintendent	Date
DocuSigned by: 	9/29/2022	_____	_____
Ms. Alisha Kalapay Secretary to the Board	Date	Federal ID Number	

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.

LETTER OF AGREEMENT FOR TITLE I SERVICES

This Agreement is made and entered into the 23 day of August, 2022, by and between Saucon Valley School District and Colonial Intermediate Unit 20.

1. **TERM**

The term of this Agreement shall commence on 8/24/22 and terminate on 6/30/23.

2. **DESCRIPTION**

Upon the terms and conditions set forth herein, **(Saucon Valley School District)** requests that Colonial Intermediate Unit 20 provide **(reading)** instructional services in accordance with the Title I program at **(Holy Infancy)**. Such services will be secular, neutral and non-ideological.

Colonial Intermediate Unit 20 agrees to comply with all Title I statutory and regulatory requirements.

(Saucon Valley School District) and Colonial Intermediate Unit 20 agree to pool Title I funds for instruction at any Nonpublic Schools within the boundaries of Colonial Intermediate Unit 20 to provide Title I services to eligible **(K-4)** students who reside in participating public school attendance areas regardless of the amount of funds generated by the number of children from low-income families attending Colonial Intermediate Unit 20 Nonpublic schools.

(Saucon Valley School District) requests that Colonial Intermediate Unit 20 provide Parent and Family Engagement in accordance with Title I at Colonial Intermediate Unit 20 Nonpublic schools.

3. **FEES AND PAYMENT**

In consideration of the services mutually agreed upon as described herein, **(Saucon Valley School District)** shall pay Colonial Intermediate Unit 20 \$ 1390 for instructional services as determined by their per-pupil allocation times the number of low-income nonpublic school students living in eligible attendance areas.

Colonial Intermediate Unit 20 will charge Administrative Costs in the amount of **3%** of instructional costs for (supervisor salaries, office expenses, travel costs, postage, professional development for employees of Colonial Intermediate Unit 20, etc.)

Colonial Intermediate Unit 20 will provide invoices to **(Saucon Valley School District)** on December 15, 2022 and May 15, 2023. **(Saucon Valley School District)** may

withhold payment if Colonial Intermediate Unit 20 does not comply with all statutory and regulatory requirements of Title I.

Colonial Intermediate Unit 20 acknowledges that the allocations reflected in this agreement are preliminary and that final allocations will be available after November 30, 2022. **(Saucon Valley School District)** and Colonial Intermediate Unit 20 acknowledge that an increase or decrease in funds from the preliminary allocation may increase or decrease the services outlined in this Agreement.

4. RESPONSIBILITIES

(Saucon Valley School District) and Colonial Intermediate Unit 20 agree that responsibility for providing the Title I program transfers from **(Saucon Valley School District)** to Colonial Intermediate Unit 20 upon the effective date of this Agreement. Such responsibilities include:

Include specific statements regarding:

- a. Statement on required qualifications of Title I personnel
- b. Statement on approximate number of students to be served
- c. Days/hours of delivery of services
- d. Location of delivery of services
- e. Specific services to be provided, i.e. supplemental reading instruction, supplemental math instruction, tutoring, computer-assisted instruction, etc.
- f. Evaluative testing/screening measures to be used
- g. Program assessment instruments to be used
- h. Materials to be purchased
- i. Tagging of any materials equipment purchased with Title I funds as belonging to **Saucon Valley School District**
- j. Supervision of instruction
- k. Payment of salaries and benefits
- l. Provision of progress reports and parent conferences
- m. Parent and Family Engagement activities
- n. Professional development activities
- o. Summer school activities
- p. Maintenance of records
- q. Provision of data necessary for **Saucon Valley School District** to complete their Title I responsibilities
- r. Meetings with Nonpublic school officials to review services

(Saucon Valley School District) maintains responsibility for:

- a. Providing Colonial Intermediate Unit 20 with the names of nonpublic schools identified to participate in Title I
- b. Assisting Colonial Intermediate Unit 20 in identifying addresses of students who reside in Title I attendance areas
- c. Informing Colonial Intermediate Unit 20 of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes to the original funding allocation and/or the addition or deletion of nonpublic schools.

(Saucon Valley School District) assures Colonial Intermediate Unit 20 that all timely and meaningful consultation between **(Saucon Valley School District)** and **(Holy Infancy)** needed to set up this agreement has been completed prior to the effective date of this agreement.

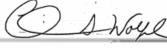
(Saucon Valley School District) and Colonial Intermediate Unit 20 acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract.

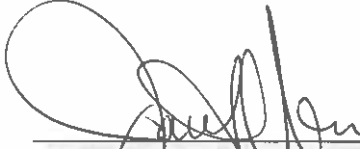
5. MISCELLANEOUS

Colonial Intermediate Unit 20 maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.

Colonial Intermediate Unit 20 shall indemnify, defend, and hold harmless **(Saucon Valley School District)** from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of Colonial Intermediate Unit 20, its officials, agents or employees.

Signatures

DocuSigned by:

 Dr. Christopher Wolfel
 Executive Director
 Colonial Intermediate Unit 20


 (Name & Title of LEA representative)
 JAIME VLASATY
 SUPERINTENDENT



Licensed & insured

Master license
#M95244

Saucon Valley School District
2097 Polk Valley Rd.
Hellertown, PA 18055
Phone 610-838-7001
Email: David.bonenberger@svpanthers.org

September 19, 2022

COSTAR # 008-615

Site: High School Building

Please accept our proposal for the following work on your site.

Air Conditioning / Heating rooftop system

Please accept our proposal for the following work in your building.

Hirschberg Mechanical will supply & install (2) **York** high efficiency cooling/heating system to control the temperature in your building. The new system will consist of the following craftsmanship & equipment to construct a high efficiency operational cooling/heating system.

Equipment

- (2) York 5-ton package rooftop unit
- Rooftop 460 Volt three-phase system w/ standard efficiency
- Gas aluminum heat 125 MBH
- 1.5hp Belt Drive with VFD Controller
- Al/Cu - Al/Cu - Louvered Hail Guards Galvanized Drain Pan

System to consist of the following

- Electrical disconnect and connections from the original unit will supply the new unit.
- May have to rewire some of the electrical disconnect and connections, depending on panel and set up location
- Rigging and Crane lifting of old unit from roof and new unit up to the roof.
- (Crane life to be coordinated during normal working hours 7-5)
- Removal of existing unit off site.

- Install new curb adapter for new rooftop unit with foam seal around it.
- Run gas piping to new unit for gas connections.
- New weather stripping around base of unit.
- Startup of new system.
- Check operations of new unit
- New 1" PVC condensate drainage.
- 1 Year parts and labor warranty

Gas Piping

- 300 Ft. of 1" galvanized piping running across rooftop
- Laying roof pipe supports across roof for pipe supports with hydro zorbs.
- All piping to be pressure tested.
- Install regulators on units for 2" WC gas sizing
- Install Tee's for future gas line at end of run.
- Each port to have ball valve control valve.
- Each connection to unit will have drip leg for moisture control in gas line.

Exclusions

- Permits
- Extra electrical work
- Actuator replacement
- Main Hot water valves not holding.
- Thermostat's
- Thermostat wire
- Duct work modifications in building.
- Controls

Total for the above installation York Equipment..... \$ 56,220.00

Respectfully submitted,

Rob Hirschberg

Signature of acceptance

Date of acceptance

Payment terms

1/2 Due at signed returned contract.
 Final 1/2 due at completion of installation.

Please call with any questions about the above installation.

Visa & MasterCard accepted.
Financing options are available.
Pricing good for 30 days from listed date

P.O. Box 638 Fort Washington, Pa 19034 Phone 215-793-9575 Email:
Rob@Hirschbergmechanical.com



Licensed & insured

Master license
#M95244

Saucon Valley School District
2097 Polk Valley Rd.
Hellertown, PA 18055
Phone 610-838-7001
Email: David.bonenberger@svpanthers.org

September 26, 2022

COSTAR # 008-615

Site: High School Building

RHP- 6,7,8,11,12

Please accept our proposal for the following work on your site.

Air Conditioning / Heating rooftop system

Please accept our proposal for the following work in your building.

Hirschberg Mechanical will supply & install (5) **York** high efficiency cooling/heating system to control the temperature in your building. The new system will consist of the following craftsmanship & equipment to construct a high efficiency operational cooling/heating system.

Equipment

- (5) York 5-ton package rooftop unit
- Rooftop 460 Volt three-phase system w/ standard efficiency
- Gas aluminum heat 125 MBH
- 1.5hp Belt Drive with VFD Controller
- Al/Cu - Al/Cu - Louvered Hail Guards Galvanized Drain Pan

System to consist of the following

- Electrical disconnect and connections from the original unit will supply the new unit.
- May have to rewire some of the electrical disconnect and connections, depending on panel and set up location
- Rigging and Crane lifting of old unit from roof and new unit up to the roof.

- (Crane life to be coordinated during normal working hours 7-5)
- Removal of existing unit off site.
- Install new curb adapter for new rooftop unit with foam seal around it.
- Run gas piping to new unit for gas connections.
- New weather stripping around base of unit.
- Startup of new system.
- Check operations of new unit
- New 1" PVC condensate drainage.
- 1 Year parts and labor warranty

Gas Piping

- 360 Ft. of 1" and 3/4 galvanized piping running across rooftop
- Laying roof pipe supports across roof for pipe supports with hydro zorbs.
- All piping to be pressure tested.
- Install regulators on units for 2" WC gas sizing
- Install Tee's for future gas line at end of run.
- Each port to have ball valve control valve.
- Each connection to unit will have drip leg for moisture control in gas line.

Exclusions

- Permits
- Extra electrical work
- Actuator replacement
- Main Hot water valves not holding.
- Thermostat's
- Thermostat wire
- Duct work modifications in building.
- Controls

Total for the above installation York Equipment..... \$ 124,320.00

Respectfully submitted,

Rob Hirschberg

Signature of acceptance

Date of acceptance

Payment terms

1/2 Due at signed returned contract.
Final 1/2 due at completion of installation.

Please call with any questions about the above installation.
Visa & MasterCard accepted.
Financing options are available.
Pricing good for 30 days from listed date

P.O. Box 638 Fort Washington, Pa 19034 Phone 215-793-9575 Email:
Rob@Hirschbergmechanical.com



HERFF JONES

Kara Sterner
527 John Deere Drive - Sciota, PA 18354
(201) 723-1059 - kasterner@herffjones.com

PRINTING AGREEMENT

Year(s) Covered: 2023 2024 2025 2026 2027
 New Renewal

Date: 5/9/2022

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Saucon Valley High School

Address: 2100 POLK VALLEY RD
City/State/Zip: HELLERTOWN, PA 18055-2406
Job Number: 16880
Title/Publication:
Current Enrollment: 700

Specifications

Program: 800 All Color
Trim Size: 8 1/2 X 11
Pages: 300
Copies: 300
Submission Method: Web (eDesign)
Cover: Four-Color Litho Cover
Vista Litho

Correspond With

Name : Brianna Keeney
Title: Yearbook Adviser
Address: 2100 Polk Valley Rd
City/State/Zip: Hellertown, PA 18055-2406
Phone Number: 610-838-7001
Fax Number: 610-838-2365
Email: brianna.keeney@svpanthers.org

Binding: Rounded & Backed
Endsheet: Four-Color Litho Different Front and Back
Vibracolor
Paper: 80# Gloss
Proofs: Self Proof (eDesign)

Send Invoice To

Name : Brianna Keeney
Title: Yearbook Adviser
Address: 2100 Polk Valley Rd
City/State/Zip: Hellertown, PA 18055-2406
Phone Number: 610-838-7001
Tax Exemption Number:
Pre-Payment Option Desired: Yes No

Base Price: \$22,000.00

Additional Features

Cover Upgrades - \$4,000 worth of cover enhancements included Included

Printing Agreement Total: \$22,000.00

Shipping Information

Requested Book Ship Date: May 06, 2023
Ship Book To : Brianna Keeney
Requested Kit Ship Date: May 21, 2022
Ship Kit To : Brianna Keeney

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed _____ for same specifications.

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

YEARBOOK PLANT USE _____
Customer Number Date Received

Brianna Keeney Yearbook Adviser

Tamara Gary Principal

Kara Sterner Representing Herff Jones

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Indiana law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Herff Jones** upon written acceptance by the **Herff Jones** printing facility of such specifications (including price). **Herff Jones'** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Herff Jones** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Herff Jones**.

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Herff Jones** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, **Customer** acknowledges that Herff Jones is relying upon **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the **Submission Deadlines** approved and/or published by **Herff Jones** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. *A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.*

Customer represents and warrants that it has all necessary rights to any materials provided to **Herff Jones** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative. Under no circumstances however shall the **Customer's** agreement herein exceed any liabilities or requirements of the **Customer** under the Pennsylvania Political Subdivision Tort Claims Act.

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Herff Jones** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Herff Jones'** proprietary computer software (eDesign) to submit copy for the Book(s) to **Herff Jones** (the "eDesign System"), then **Customer** agrees as follows:

- a) **Herff Jones** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:

Yearbook Specialist

Yearbook Adviser

Principal

THIS AGREEMENT is made this first day of July 2022, between **Saucon Valley School District**, 2097 Polk Valley Road, Hellertown, PA, ("District") and **Berks County Intermediate Unit**, 1111 Commons Boulevard, Reading, Pennsylvania ("IU"). In consideration of the promises and covenants contained in this agreement, and intending to be legally bound, the parties agree as follows:

RESPONSIBILITIES OF THE IU:

1. During the **2022-2023** school year, as determined by the student calendar adopted by the Board of Directors of the District, the IU shall provide and operate the programs and services enumerated in the **Special Education, Student Services, and Early Intervention (Kindergarten Eligible) Programs and Services** list attached hereto as **Schedule A**. For purposes of this agreement, the phrase "programs and services" shall mean the following:

(a) Professional or paraprofessional staff, including substitutes, in such numbers and with such certification, licensure, or training as is required to implement this agreement in accordance with the applicable provisions of state and federal law in effect during the term of this agreement and in accordance with IU Board policy.

(b) Supervision, administration, classroom management, and evaluation of all professional and paraprofessional staff used to implement this agreement.

(c) Provision of such supplies, equipment, and material, including furniture and assistive technology, as is necessary to implement this agreement and for which the IU incurs or has incurred actual costs, including rental costs, provided, however, that supplies, equipment, materials, and personnel that are used exclusively by one student and are not essential to the general operation of the program or service shall remain the responsibility of the district in which the student resides.

(d) Curriculum development and provision of such in-service programs, training, and mentor programs to IU staff as the IU deems necessary to implement this agreement in accordance with state and federal law and the terms of any applicable labor agreements to which the IU is a party.

(e) Management support services from departments or programs within the IU other than the special education department, when required in the judgment of the IU for the effective and efficient implementation of this agreement.

(f) Such classroom space and other facilities, including maintenance, are required to implement this agreement in accordance with state and federal law in effect during the term of this agreement, provided, however, that the term "classroom space" as used in this subparagraph shall not include space located in a facility that is owned or leased by the District.

(g) For specified on-site classrooms requested by districts, allowances may be made for use of classroom space or other mutually agreed support services. The IU reserves the right to operate specific classes depending on enrollment.

(h) Provision of criminal background information on all individuals for whom such information is required by Section 111 of the Public-School Code of 1949, P.L. 30, No. 14, and child abuse background required by P.L. 438, No. 124.

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

3. The IU shall make every effort to follow the student calendar and schedule adopted by the Board of Directors of the District in which the program or service is located. If the required school days of the District exceed the contracted days in the IU collective bargaining agreement with professional employees, the District agrees to pay the additional cost for such extra days.

4. The IU shall invoice the District quarterly for the programs and services provided in accordance with this agreement. Extended School Year Services will be billed on the next quarterly invoice.

RESPONSIBILITIES OF THE DISTRICT:

5. Before the start of the school year, and as required during the school year, the District shall notify the IU in writing of those programs and services the District will utilize under this agreement.

6. During the contract term and any renewal year thereafter, when a student relocates to a residence outside the District, or when a notice of recommended educational placement or court or administrative order requires a change in educational placement, the District shall promptly notify the IU in writing of any deletions or reductions of currently provided programs or services. The deletions or reductions shall become effective for purposes of billing as of the date services ended or changed, or the date that notice was received by the IU, whichever is later.

7. In addition to the services enumerated in Schedule A, the District may request that the IU provide evaluations (psychological, speech, vision, etc.) and audiology testing. These services will be billed at the applicable hourly rates for the service provider on Schedule A.

8. The District shall provide the following for programs or services located in facilities owned or leased by the District:

(a) Classroom and other space comparable in size and condition to classrooms within the District to which non-exceptional students are typically assigned and which are in reasonable proximity to the regular ebb and flow of the building activities unless the identified needs of the students assigned to the program or service require otherwise.

(b) Compliance with all applicable provisions of the Asbestos Hazard Emergency Response Act of 1986 and its implementing regulations, including preparation and maintenance of a management plan covering the building.

(c) Compliance with accessibility and other applicable building standards under any state or federal law in effect on the above date, including but not limited to Section 504 of the Rehabilitation Act of 1973 and its implementing regulations, the Americans with Disabilities Act and its implementing regulations, the Pennsylvania Human Relations Act and its implementing regulations and Act 166 of 1988.

(d) Assistance, cooperation, and participation of District staff in the development and implementation of adaptations and support services necessary to enable students assigned to the program or service to participate to the maximum extent possible in mainstream or integrated educational or extracurricular activities.

(e) Regular education support and ancillary services including but not limited to such services as nursing, counseling, library, food, custodial, and maintenance, and such mainstream instruction as is necessary to meet the needs of the students assigned to the program or service.

(f) Application of building or district discipline and student conduct policies in a manner consistent with state and federal laws applicable to exceptional students in effect on the above date.

9. Also, in addition to the requirement outlined in paragraph 8, the District shall provide the following:

(a) Such action or cooperation is required to ensure that District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement receive a free appropriate public education in accordance with all state and federal laws in effect on the above date.

(b) Participation in and commitment of classroom space consistent with an IU-administered fair share plan in accordance with Section 342.46(c) of the regulations of the Pennsylvania Department of Education, 22 Pa. Code 342.46(c).

(c) Such legal or advisory services and representation are necessary to support the appropriateness of the evaluation, classification, program, or placement of District residents who participate in or are assigned to a program or service provided or operated in accordance with this agreement when evaluation, classification, program, or placement is challenged through due process, provided, however, that nothing in this paragraph shall require the District to pursue due process or other legal proceedings in place of an amicable or mediated settlement.

(d) Such programs or services as are required to implement the non-appealable recommendations of an IEP team or the non-appealable order of a hearing officer, or the non-appealable order of an appeals panel or non-appealable order of a court to the extent that the program or service is beyond the scope of programs and services enumerated in Schedule A.

10. The District agrees to pay IU invoices for programs and services under this agreement within 60 days of receipt. The obligation of the District to make payments is not contingent upon the receipt of funding from the Commonwealth, the federal government, or any other source. The IU shall, however, take all reasonable steps to assist the District to obtain funding.

MDT MEETINGS AND IEP RESPONSIBILITIES:

11. The District shall remain responsible for the initial multidisciplinary evaluation and IEP development for all exceptional or thought-to-be exceptional students who reside within the District. The IU shall make other appropriate members of its staff available at reasonable times and locations for participation as needed in MDT Meetings and IEP planning conferences. The District agrees to pay any additional costs incurred by the IU, in accordance with the applicable collective bargaining agreement or another contract, for the services of IU personnel provided beyond the regular work hours of the personnel in question. Nothing in this paragraph, however, shall require the IU to make available any staff member not directly involved in the provision of programs or services in accordance with this agreement. The IU shall adhere to all recommendations of the IEP team to the extent that implementation of those recommendations is within the scope of the programs and services enumerated in Schedule A. The District shall adhere to all final and non-appealable recommendations of the IEP team that require the provision of programs, services, recommendations, or support not within the scope of the programs and services enumerated in Schedule A.

EFFECTIVE DATE AND RENEWAL:

12. This agreement shall take effect on the above date and shall remain in full force and effect, subject to adjustments in accordance with paragraph 7, through June 30, 2023, unless terminated in accordance with paragraph 14.

13. This agreement shall renew automatically for one year commencing July 1, 2023, and from year to year thereafter, unless the IU receives written notice of non-renewal on or before May 1 immediately preceding the renewal year. If the District fails to provide timely notice of nonrenewal in accordance with this paragraph, this Agreement shall renew, at the option of the IU, for the ensuing year beginning July 1 and shall terminate effective June 30 of the next year.

TERMINATION OF AGREEMENT:

14. (a) Either party may terminate this agreement or any portion thereof upon written notice received by the other party at least 60 days before the date of termination. Upon termination, all responsibility under state or federal law for the affected programs and services enumerated in Schedule A will revert to the District on the effective date of termination.

(b) The parties understand the provision of many of the programs and services enumerated in Schedule A depends upon the use of those programs and services by constituent districts of

the IU other than the District that is a party to this agreement. If the termination of any agreement in whole or in part or the reduction of programs or services requested or the default on any obligation under any agreement by a constituent district renders the IU unable to provide programs or services under this agreement, the IU may terminate this agreement in whole or in part, as it deems necessary, upon written notice received by the District at least thirty (30) days before date of termination.

15. If the termination or nonrenewal of programs and services under this agreement necessitates the suspension of professional employees employed by the IU, and the District continues to operate the programs or services affected by the termination or nonrenewal, the rights of the suspended professional shall be governed by the provisions of Section 1113 of the Public-School Code of 1949, 24 P.S. (11-1113).

LIABILITY:

16. The IU agrees to indemnify, defend, and hold harmless both the District and any director, officer, agent, or employee of the District against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement or from the maintenance or operation of any equipment or vehicles provided or used by the IU under the terms of this agreement. The IU shall maintain sufficient liability insurance for this purpose in amounts not less than \$1,000,000 per incident or occurrence as well as other statutory forms of insurance (including but not limited to Worker's Compensation Coverage) with insurance carriers licensed and authorized to conduct business in the Commonwealth of Pennsylvania. Such certificates of insurance shall also provide at least thirty (30) day notice of cancellation, which cannot be conditional.

17. The District agrees to indemnify, defend, and hold harmless both the IU and any director, officer, agent, or employee of the IU against all claims, damages, losses, or penalties that result either from the acts or omissions of the administrative, professional, paraprofessional, or support staff of the District or from the maintenance, use, or operation of any real property, equipment, or vehicles. The District shall maintain sufficient liability insurance for this purpose in amounts not less than \$1,000,000 per incident or occurrence as well as other statutory forms of insurance (including but not limited to Worker's Compensation Coverage) with insurance carriers licensed and authorized to conduct business in the Commonwealth of Pennsylvania. Such certificates of insurance shall also provide at least thirty (30) day notice of cancellation, which cannot be conditional.

OTHER ITEMS:

18. None of the administrative, professional, paraprofessional, or support staff provided by the IU under the terms of this agreement shall be considered employees or agents of the District for any purpose, and none of the administrative, professional, paraprofessional, or support staff of the District shall be considered employees or agents of the IU for any purpose. The IU agrees to indemnify, defend, and hold

SCHEDULE A

SPECIAL EDUCATION, STUDENT SERVICES AND EARLY INTERVENTION (KINDERGARTEN ELIGIBLE) PROGRAMS AND SERVICES

<u>Services</u>	<u>Approved 2022-2023 Per Hour</u>
Hearing Itinerant/Audiologist	\$129
Speech and Language	\$120
Vision Itinerant	\$129
Orientation & Mobility, Travel Instruction	\$129
Psychologist	\$132
Educational Interpreter	\$ 75
Social Worker	\$117
Educational Itinerant (Service Consultant)	\$115
Personal Care Assistant (PCA)	\$ 40
Physical/Occupational Therapy	\$117
Translator	\$ 45
Brain Steps Consultation	\$132
Behavior Specialist	\$120
Material Prep	\$ 44
<u>Special Education Classroom Rates</u>	<u>Per Student</u>
Hearing Impaired Support: Full Time	\$40,565
Life Skills Support Full Time (PAL at BCTC)	\$36,324
Transition House Program	\$18,571
Extended School Year (ESY) Classroom*	\$ 1,530
Project SEARCH	\$18,571

***Does not include transportation or related services.**

SCHEDULE A
Continued

Approved
2022-2023
Per Hour

Early Intervention Evaluations

Evaluations, beyond the one required every two years, will be billed at an hourly rate based on the professionals involved in the evaluation.

Early Intervention IEP Meetings

IEP meetings, beyond the required annual meeting, will be billed at the hourly rate.

\$130

Early Intervention Legal Settlements/Fees

Attorney fees or legal settlements will be billed at face value.

Nursing Services

Nursing services will be billed at the actual hourly rate of the providing agency plus an 8% administrative fee.

Early Intervention Classroom and Specialized Group Costs

Rate per half-day includes specialized classroom and integrated speech therapy, occupational therapy, and physical therapy.

\$165

AGREEMENT

This Agreement is made and entered on 9/28/2022, by and between The Stepping Stones Group LLC, 123 N Wacker, Suite 1150, Chicago, IL 60606 hereinafter referred to as “Contractor” and, [Saucon Valley School District, 2097 Polk Valley Rd, Hellertown, PA 18055], hereinafter referred to as “School District.” It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

REMITTANCE DETAILS: School District will make payments to Contractor at the following address:

PO Box 6280
Carol Stream, IL 60197

If School District prefers to make payments via electronic ACH, instructions can be obtained from the Contractor representative.

EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including workers' compensation, general liability and professional liability insurance coverage (with policy limits and deductibles that are appropriate for similarly situated school districts).

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that if School District breaches this no solicitation covenant, direct and indirect damages may be assessed and recovered by Contractor, and Contractor shall be entitled to seek and obtain specific performance.

CONFIDENTIALITY: School District agrees not to provide any information pertaining to the contents of this Agreement to any individual or any entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement, including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients in connection with the parties' performance of services under this Agreement. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Contractor agrees that it is subject to, and shall comply with, all federal and state laws and School District policies relating to the confidentiality of student information, including, without limitation, compliance with the Family Educational Rights and Privacy Act (FERPA).

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERM AND TERMINATION: This Agreement will commence on the date hereof and shall continue through June 30, 2023 (the “Initial Term”). Following the completion of the Initial Term, the Agreement shall remain in effect from school year to school year (each such year, a “Renewal Term”) unless either party notifies the other party in writing of its intention to terminate the Agreement at least thirty (30) days prior to the end of the then-current Renewal Term. In connection with each Renewal Term, Contractor will deliver an updated Appendix A, and such Appendix A shall automatically be effective for such Renewal Term, provided, that updates to Appendix A will not increase the applicable Hourly Rate, as set forth on Appendix A, by more than 4% without the prior written consent of School District.

School District agrees not to terminate the Agreement until the end of the Initial Term or any Renewal Term unless (a) Contractor’s employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible unethical or unprofessional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of Contractor’s receipt of such notice prior to School District delivering notice of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

NONDISCRIMINATION: Contractor represents and warrants that it does not discriminate in hiring and employment practices regarding race, color, religion, disability, sex, age, national origin, ancestry, marital status, pregnancy, or sexual orientation.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its equityholders, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from Contractor’s breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or the gross negligence or willful misconduct of Contractor or Contractor’s officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from School District’s breach of this Agreement; its failure to discharge its duties and responsibilities under this Agreement; or

the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities under this Agreement.

Except as expressly set forth herein, neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

NOTICES: Notices to Contractor shall be sent to:

The Stepping Stones Group
123 N Wacker, Suite 1150
Chicago, IL 60606

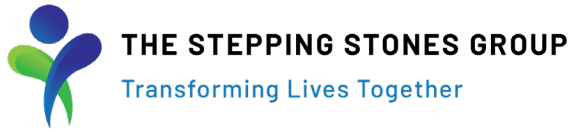
AND

k12ops.contracts@ssg-healthcare.com

Notices to School District shall be sent to:

Saucon Valley School District
2097 Polk Valley Rd
Hellertown, PA 18055

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Illinois. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Illinois. Both parties hereby consent to the jurisdiction and venue of such courts.



Corporate Office
123 N Wacker, Suite 1150
Chicago, IL 60606
Ph: 800-337-5965 Fax: 800-822-8287
www.thesteppingstonesgroup.com

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title: _____

Billing Email/Phone: _____

Mailing Address (for invoice): _____

Special Billing Instructions: _____

Signed for Contractor:

Signed for School District:

Signature: Steve Benner

Signature: _____

Name: Steve Benner

Name: _____

Title: Client Services Manager

Title: _____

Date: 9/28/2022

Date: _____



Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<u>Specialty</u>	<u>Hourly Rate</u>
Speech Language Pathologist	\$75/hour
Occupational Therapist	\$75/hour
Physical Therapist	\$75/hour
Social Worker	\$75/hour
Special Education Teacher	\$75/hour
Deaf and Hard of Hearing Teacher	\$85/hour
Teacher of Visual Impairment	\$85/hour
School Psychologist	\$85/hour
Registered Nurse	\$65/hour
Licensed Practical Nurse	\$50/hour
Reading Specialist	\$85/hour
Tele-practice Services	Same as Individual Discipline