

**Saucon Valley School District**  
**Regular Meeting of the Board of Education**  
**May 9, 2023 – 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**

6:00 pm – Support Contract, Special Education Legal Issues, Personnel

- I. **Call to the Order** – Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – April 25, 2023 – Superintendent Goals; May 9, 2023 - Support Contract, Special Education Legal Issues, Personnel
- VI. **Approval of Minutes** – April 25, 2023
- VII. **Recognition** – Special Olympics Participants
- VIII. **Presentation** –
  - A. High School Representative – Alana Weirbach
  - B. Future of SVSD Sports Programs – Robert Frey
- 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 – \$ 366,578.67
- B. Cafeteria Expenditures – \$19,138.33
- 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**

- A. Cash Investment and Bond Activity - None
- B. Condensed Board Summary Report - None
- C. Capital Project Finance Report - None
- D. Budget Transfers - \$225.00
- E. Middle School Activity Report - None
- F. High School Activity Report - None

**Recommendations for Approval****Treasurer's Report**

1. Approve the above Treasurer's Report

**Recommendation:** To approve all motions and recommendations as listed above in Treasurer's Report

**XIII. AGENDA ITEMS****A. Education****Items/Projects for Discussion**

- A. Academic & Personnel Committee Summary – May 3, 2023

**Recommendations for Approval****Settlement Agreements**

1. Approve a settlement agreement for student #1203509596.

**First Reading Policies\***

2. Approve the first reading of the following policies:
  - Policy 200 Enrollment of Students
  - Policy 200 AR-3 Enrollment Classifications
  - Policy 203 Immunizations and Communicable Disease
  - Policy 204 Attendance

Policy 204-AR-0 Compulsory Attendance/Unexcused Absences

Policy 217 Graduation

Policy 217-AR-5 Pathways to Graduation

Policy 221 Dress and Grooming

Policy 304.2 Supplemental Position Employment

Policy 304.2 AR Supplemental Position Employment

### **Award of 21<sup>st</sup> Century Excellence Grant**

3. Approve the following 2022-23 21<sup>st</sup> Century Excellence Grant sponsored by the Saucon Valley Foundation for Educational Innovations:

Educational Environmental Center

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

## **B. Personnel**

### **Items/Projects for Discussion**

- A. None

### **Recommendations for Approval**

#### **Resignation**

1. Approve the resignation of Sandra Laubach, instructional paraprofessional, her last day will be June 2, 2023.

#### **Special Education Department Chair Revision 2022-2023**

2. Revise the Special Education Department Chair from Ryan McCann and Jessica Slone splitting the stipend to Ryan McCann being the sole Department Chair with a \$2,000.00 stipend.

#### **Resignation**

3. Approve the resignation of Vafa Azadi, District PIMS Data Coordinator. His last day will be June 16, 2023.

#### **Coordinator of Data Operations, Assessment, and Federal Grants**

4. Approve Margaret Davalos as the Coordinator of Data Operations, Assessment, and Federal Grants beginning June 5, 2023, at a salary of \$90,000.00, prorated.

**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 in Facilities.**

**D. Finance**

**Items/Projects for Discussion**

A. 2023-2024 Budget Presentation

**2022-2023 Budget Timeline for the 2023-2024 School Year**

**May 31, 2023** - *District Deadline* to adopt the 2023-2024 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

**June 10, 2023** (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2023-2024 Proposed Final Budget available for public inspection on PDE-2028.

**June 20, 2023** (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2023-2024 final budget.

**Recommendations for Approval**

**2023 – 2024 Budget**

1. Approve the 2023-2024 proposed final budget, consistent with school code, in the amount of \$59,191,901.00, with \$7,929,026 coming from the fund balance. \$7,418,626.00 of that amount will be used for capital improvements. There will be a 0 tax increase. Millage will remain at 54.6589.

**2023-2024 Capstone Academy Tuition Agreement**

2. Approval of the attached contract with Capstone Academy for tuition services for the 2023-2024 school year for student #6601856266 in the amount of \$92,422.80.

**Bayada Home Healthcare, Inc. Contract 2023-2024**

3. Approve the contract with Bayada Home Healthcare, Inc for In-School and Field Trip Nursing Services for the 2023-2024 school year, at a rate of \$60/hour for an RN/LPN.

**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** – *Dr. Shamim Pakzad*  
*(Meetings are on the fourth Wednesday of every month)*

**I. New Business** –

**J. Old Business** –

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

**L. Announcements**

**Future Meetings** ~ May 23, 2023  
June 13, 2023

**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.***

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, April 25, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld online, Laurel Erickson-Parsons, Michael Karabin, Tracy Magnotta online, Shamim Pakzad, and Shawn Welch. Also present were Judith Riegel, Board Secretary, Mark Fitzgerald, District Solicitor, and Jaime Vlasaty, Superintendent.

- I. **Call to the Order** – 7:00 PM - Susan Baxter, *President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Secretary*
- IV. **Motion to Approve Agenda** – Director Karabin, seconded by Director Dettmar moved to approve the Agenda. Vote: 9-yes, 0-no
- V. **Announcement of Executive Session** – Update Lawsuit, Personnel, Support Contract
- VI. **Approval of Minutes** – Director Welch, seconded by Director Erickson-Parsons moved to approve the minutes of April 11, 2023. Vote: 9-yes, 0-no
- VII. **Recognition** – None
- VIII. **Presentation** –
  - A. High School Representative – Alana Weirbach
- IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XI. **Presentation of Bills** – *David Bonenberger*
  - A. General Expenditures – \$1,579,302.18
  - B. Cafeteria Expenditures – \$3,678.77
  - C. Health Benefits – \$350,057.66
  - D. Capital Projects – None
    1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Welch moved to approve the Presentation of the 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 - \$5,300.00
- E. Middle School Activity Report
- F. High School Activity Report

1. Approve the above Treasurer's Report

Director Dettmar, seconded by Director Welch moved to approve the Presentation of the Bills.

Vote: 9-yes, 0-no

### **XIII. AGENDA ITEMS**

#### **A. Education**

1. Approve the 2<sup>nd</sup> and Final reading of the following policies:

Policy 707 – Use of School Facilities

Policy 707AR-1 – Facilities Rules & Regulations

Policy 707AR-2 – Facilities Fee Schedule

Policy 913 - Non-School Organizations/Groups/Individuals

Policy 915 – School Affiliated Organizations

Director Pakzad, seconded by Director Erickson-Parsons moved to approve Education Item #1.

Director Pakzad, seconded by Director Dettmar moved to amend Education Item #1 with changes as noted. Vote 8-yes, 1-no (Karabin)

Director Pakzad, seconded by Director Welch moved to suspend Policy 003 for purposes of this evening's action. Vote: 9-yes, 0-no

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

2. Approve the June 7-11, 2023 trip for the Future Problem Solvers to the International Competition at the University of Massachusetts Amherst. The anticipated total cost to the District is \$4,716.00 for student lodging, conference registration for six students & coach. Chaperone/Coach lodging and all transportation will be funded by parents and/or fundraising.

Director Welch, seconded by Director Dettmar moved to approve Education Item #2.

Vote: 9-yes, 0-no

#### **B. Personnel**

1. Approve extending Christine Reed's Long-Term Substitute position to the end of the 2022-2023 school year.

2. Approve Jeanny Botts as a part-time instructional paraprofessional, at an hourly rate of \$ 20.06, 28 hours/week, benefits per the Educational Support Staff Plan, effective on completion of employment paperwork
3. Approve the following individuals for providing Extended School Year instruction, July 5-27, 2023, Monday -Thursday, with a set-up day on July 3, 2023.  
 Teachers – 8:30-11:30, at a rate of \$45/hour, a maximum of 45 hrs.  
 Megan Bath  
 Chad Saylor  
 Dave Michaylira  
 Paraprofessional – 8:45-11:15, rate of \$20.06/hr, maximum of 37.5 hrs.  
 Judy Zimmerman
4. Approve the resignation of Rachel Rivera, an elementary school dedicated day-to-day substitute. Her last day will be Friday, April 28, 2023.
5. Approve Michael Smith as an elementary school Dedicated Day-to-Day substitute starting May 1, 2023, until the end of the school year.

Director Karabin, seconded by Director Erickson-Parsons moved to approve Personnel Items #1-5. Vote: 9-yes, 0-no

**C. Facilities**

1. Approve the attached list of Surplus/Obsolete items.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Facilities Item #1. Vote: 9-yes, 0-no

**D. Finance**

- A. Finance Committee Meeting Summary – April 19, 2023

**2022-2023 Budget Timeline for the 2023-2024 School Year**

**May 31, 2023** - *District Deadline* to adopt the 2023-2024 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

**June 10, 2023** (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2023-2024 Proposed Final Budget available for public inspection on PDE-2028.

**June 20, 2023** (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2023-2024 final budget.

1. Approve the agreement with PTS for school-based OT/PT services for the 2023-2024 school year.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Finance Item #1. Vote: 9-yes, 0-no

- 2. Approve the contract for independent services between the Caron Foundation and the Saucon Valley School District for the 2023 - 2024 school year.

Director Karabin, seconded by Director Dettmar moved to approve Finance Item #2.  
 Vote: 9-yes, 0-no

- 3. Approve the agreement with NWEA for MAP Growth K-12 and Science at a cost of \$20,852.00.

Director Pakzad, seconded by Director Dettmar moved to approve Finance Item #3.  
 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*

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

**H. Colonial Intermediate Unit** – *Dr. Shamim Pakzad*

**I. New Business** – None

**J. Old Business** – None

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

**L. Announcements**

**Future Meetings** ~ May 9, 2023  
 May 23, 2023

**M. Motion to Adjourn Meeting**

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

Vote: 9-yes, 0-no

7:39 PM

ATTEST \_\_\_\_\_

Secretary

\_\_\_\_\_

President

## FUND ACCOUNTING PAYMENT SUMMARY

**Bank Account:** PG - PLGIT GENERAL    **Payment Dates:** 04/26/2023 - 05/10/2023

**Payment Numbers:** 0000063114 - 0000063206

**Payment Categories:** Regular Checks, Manual Checks, Procurement Cards, Credit Cards

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063114	04/26/2023	CONSTELLATION ENERGY GAS SERVICES LLC	NATURAL GAS - PLANT OPERATIONS		5,690.00
0000063115	04/26/2023	SERVICE ELECTRIC TELEPHONE CO.	TELEPHONE		1,123.38
0000063116	04/26/2023	SUN LIFE ASSURANCE COMPANY OF CANADA	ASSURANT VOL LIFE INS W/H		1,600.17
0000063117	04/28/2023	HELLERTOWN BOROUGH AUTHORITY	WATER & SEWER		7,529.17
0000063118	04/28/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		18,521.16
0000063119	04/28/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		11,572.33
0000063120	05/03/2023	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		16,724.25
0000063121	05/10/2023	ACCELERATED WORKFLOW SOLUTIONS	SUPPLIES- ACADEMIC SUPP 9-12		589.00
0000063122	05/10/2023	AFLAC	DED: AFLA - Full Payroll Pay Date: 4/6/2023	DED: AFLA - Full Payroll Pay Date: 4/20/2023	66.54
0000063123	05/10/2023	AHOLD FINANCIAL SERVICES	Blanket PO For FCS		412.63
0000063124	05/10/2023	ALL PHASE ELECTRIC SUPPLY	REPAIRS & MAINTENANCE		2,960.40
0000063125	05/10/2023	AMAZON CAPITAL SERVICES	Supplies	Sped Ed PC for student	2,251.64
0000063126	05/10/2023	AMERICAN ART CLAY CO. INC.	Supplies for Art	SUPPLIES REGULAR K-4	96.93
0000063127	05/10/2023	AMERICHEM	SUPPLIES - PLANT OPERATIONS		1,801.39
0000063128	05/10/2023	ARTS ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		0.00
0000063129	05/10/2023	ASHLEE DEUTSCH	ES Play photos		224.25
0000063130	05/10/2023	BANCROFT	SPEC ED NON-PUBLIC TUITION		4,715.00
0000063131	05/10/2023	BANKO SHIRLEY	SENIOR CITIZENS TAX REBATE		250.00
0000063132	05/10/2023	Bauder Roy	SENIOR CITIZENS TAX REBATE		250.00
0000063133	05/10/2023	BAVTS	VO-TECH TUITION 9-12		69,108.00

\* - 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, Procurement Cards, Credit Cards

**Sort:** Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063134	05/10/2023	BETHLEHEM AREA SCHOOL DISTRICT	TUITION - OTHER LEA'S ES		11,494.32
0000063135	05/10/2023	BETHLEHEM SEWERAGE & EXCAVATING	REPAIRS & MAINTENANCE		795.00
0000063136	05/10/2023	Blue Chip Sound	SUPPLIES - ARTS AND THEATRE		600.00
0000063137	05/10/2023	BOYKO'S PETROLEUM SERVICE INC.	Technical Services	Repair/Maintenance Equipment	16,512.60
0000063138	05/10/2023	BUXMONT ACADEMY	SPEC ED NON-PUBLIC TUITION		4,455.56
0000063139	05/10/2023	CAROLYN LOVERDI	TRAVEL - INSTRUC STAFF DEV 5-8		127.08
0000063140	05/10/2023	CENTER STAGE LIGHTING & RIGGING INC.	SUPPLIES - ARTS AND THEATRE		2,625.00
0000063141	05/10/2023	CINTAS CORPORATION-#101	Mechanic Uniforms		52.50
0000063142	05/10/2023	CINTAS FIRE	REPAIRS & MAINTENANCE		560.00
0000063143	05/10/2023	COLONIAL INTERMEDIATE UNIT #20	SPECIAL ED IU CONTRACTED SVCS	TELECOMMUNICATIONS	16,597.36
0000063144	05/10/2023	Complete Document Solutions, PA, LLC	PRINTING & BINDING		1,909.41
0000063145	05/10/2023	Cooney Julie	SENIOR CITIZENS TAX REBATE		250.00
0000063146	05/10/2023	CREST/GOOD MFG. CO	SUPPLIES - PLANT OPERATIONS		201.80
0000063147	05/10/2023	DECKER EQUIPMENT/SCHOOL FIX	SUPPLIES - PLANT OPERATIONS		1,444.02
0000063148	05/10/2023	EAST STROUDSBURG UNIVERSITY	ATHLETICS DUES TRACK BOYS VAR	ATHLETICS DUES TRACK GIRLS VAR	190.00
0000063149	05/10/2023	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		3,760.00
0000063150	05/10/2023	FOLLETT CONTENT SOLUTIONS LLC	Books for Elementary Library	3/21/23 Library	4,027.27
0000063151	05/10/2023	FRIDAY JESSICA	4/4/2023 debate		167.70
0000063152	05/10/2023	Fun and Function	sensory room supplies/furniture		3,298.00

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063153	05/10/2023	GENERAL HEALTHCARE RESOURCES LLC	L SUPPORT OTHER PROF SERVICES	SPEC ED - OTHER PROF SERVICE	3,608.80
0000063154	05/10/2023	GRAINGER	SUPPLIES - PLANT OPERATIONS		33.54
0000063155	05/10/2023	HILLYARD - DELAWARE VALLEY	Repair/Maintenance Equipment		948.66
0000063156	05/10/2023	HOBART SERVICE	SUPPLIES - PLANT OPERATIONS		294.04
0000063157	05/10/2023	HUESZ WILLIAM I.	SENIOR CITIZENS TAX REBATE		250.00
0000063158	05/10/2023	IntegraOne	TECHNOLOGY SUPPLIES		333.55
0000063159	05/10/2023	INTERSTATE BATTERY OF ALLENTOWN	Batteries		543.80
0000063160	05/10/2023	J.C. EHRlich	REPAIRS & MAINTENANCE		514.56
0000063161	05/10/2023	JOHN HAROLD	SENIOR CITIZENS TAX REBATE		250.00
0000063162	05/10/2023	JO-T'S	T-Shirts Special Olympics		45.00
0000063163	05/10/2023	JUDITH ALBERTI	SENIOR CITIZENS TAX REBATE		250.00
0000063164	05/10/2023	JUDITH KAUKER	SENIOR CITIZENS TAX REBATE		250.00
0000063165	05/10/2023	KATHRYN FISHER	TUITION REIMB REGULAR 9-12		795.00
0000063166	05/10/2023	KELLEY BROS.	Supplies		114.50
0000063167	05/10/2023	KEYSTONE FIRE AND SECURITY	Repair/Maintenance Equipment	REPAIRS & MAINTENANCE	3,057.00
0000063168	05/10/2023	KRYSTINA SMITH	SUMMER SCHL - PROF ED SRV OTHER ED - MS		840.00
0000063169	05/10/2023	LANGUAGE LINE SERVICES	PROF EDUC SVCS - ESL K-5		47.00
0000063170	05/10/2023	LEHIGH LEARNING ACADEMY	TUITION - NON PUBLIC SPEC ED		3,190.00
0000063171	05/10/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		1,277.56
0000063172	05/10/2023	MACMILLAN OIL CO.OF ALLENTOWN	SUPPLIES - TRANSPORTATION		910.00
0000063173	05/10/2023	MICHAEL PETROHOY	DUES & FEES TRANSPORTATION		108.50

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063174	05/10/2023	MICROBAC LABORATORIES INC.	REPAIRS & MAINTENANCE		224.97
0000063175	05/10/2023	MUSIC & ARTS	SUPPLIES REGULAR 5-8		97.29
0000063176	05/10/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		1,489.27
0000063177	05/10/2023	O.R.E. RENTAL EQUIPMENT	RENTAL OF VEHICLES		1,351.22
0000063178	05/10/2023	ORGANIZED KAOS DESIGNS	4/20/23 Reading Shirts		126.00
0000063179	05/10/2023	PARTS TOWN, LLC	SUPPLIES - PLANT OPERATIONS		58.50
0000063180	05/10/2023	PEDIATRIC THERAPEUTIC SERVICES INC.	PROF SVCS		51,608.29
0000063181	05/10/2023	PIAA	DUES & FEES		200.00
0000063182	05/10/2023	PTS PROVIDERS, INC.	PLANT OP COMMUNICATIONS - MS	PLANT OP COMMUNICATIONS - HS	297.00
0000063183	05/10/2023	QUADIENT LEASING USA INC.	RENTAL POSTAGE MACHINE		975.00
0000063184	05/10/2023	RICHARD WALTER KUHNS	DRIVER PHYSICALS		85.00
0000063185	05/10/2023	RIDDELL ALL AMERICAN SPORTS CORP	REPAIRS/MAINTENANCE	Riddell Reconditioning Blanket PO	19,816.64
0000063186	05/10/2023	Roberts Oxygen Co. Inc	Pool Chemical		226.94
0000063187	05/10/2023	ROHRER BUS SALES INC.	SUPPLIES - TRANSPORTATION		39.85
0000063188	05/10/2023	ROSS BODY & FRAME WORKS INC.	Towing Services		350.00
0000063189	05/10/2023	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		3,311.00
0000063190	05/10/2023	SALISBURY TOWNSHIP SCHOOL DIST	SPEC ED SERV OTHER ED AGENCY		3,706.92
0000063191	05/10/2023	Saucon True Value	Maintenance Supplies		616.49
0000063192	05/10/2023	SERVICE TIRE TRUCK CENTERS	ADD FUNDS TO PO 23-560		3,328.80
0000063193	05/10/2023	SMITH PATRICK	SENIOR CITIZENS TAX REBATE		250.00
0000063194	05/10/2023	SMODISH ELAINE C.	SENIOR CITIZENS TAX REBATE		250.00

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063195	05/10/2023	SNAP-ON EQUIPMENT USA	Supplies		1,431.06
0000063196	05/10/2023	ST. LUKE'S HOSPITAL	D&A SCREENING	Driver Physicals/D & A Testing	910.00
0000063197	05/10/2023	STEM LAWN CARE	Lawn Cutting & Bed Maintenance		4,575.00
0000063198	05/10/2023	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES		84.23
0000063199	05/10/2023	SUPERIOR AUTO SERVICE CO. INC.	REPAIRS & MAINT EQUIP		43.40
0000063200	05/10/2023	TeamBuildr	TeamBuildr		1,000.00
0000063201	05/10/2023	TOMLINSON BOMBERGER	LAWN CARE SVCS		3,450.00
0000063202	05/10/2023	TUMEY TIMING & DATA INC.	Tumey Timing - Track & Field		2,250.00
0000063203	05/10/2023	WILLIAM TENNET HIGH SCHOOL	ATHLETICS DUES TRACK GIRLS VAR	ATHLETICS DUES TRACK BOYS VAR	250.00
0000063204	05/10/2023	WORLD FUEL SERVICES INC	DIESEL FUEL - TRANSPORTATION		19,251.90
0000063205	05/10/2023	XEROX FINANCIAL SERVICES	LEASE PRINCIPAL EXPENDITURES	DUE TO/FROM CAFETERIA FUND	11,316.04
0000063206	05/10/2023	ARTS ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		1,392.49
<b>10 - GENERAL FUND</b>					<b>366,578.67</b>
<b>Grand Total All Funds</b>					<b>366,578.67</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>0.00</b>
<b>Grand Total Manual Checks</b>					<b>(37,597.16)</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>404,175.83</b>
<b>Grand Total All Payments</b>					<b>366,578.67</b>

\* - 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: 04/24/2023 - 05/10/2023

Payment Numbers: 0000003664 - 0000003671

Payment Categories: Regular Checks, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000003664	04/24/2023	DENISE LEIDY	PREPAID LUNCHES		165.39
0000003665	05/10/2023	DPSG OF EASTERN PA (LV)	FOOD		698.75
0000003666	05/10/2023	GOLD STAR FOODS, INC.	FOOD		57.64
0000003667	05/10/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		825.68
0000003668	05/10/2023	MORABITO BAKING CO.	FOOD		583.50
0000003669	05/10/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		340.48
0000003670	05/10/2023	POCONO MOUNTAIN DAIRIES	MILK	FOOD	2,651.02
0000003671	05/10/2023	SYSCO OF CENTRAL PA	FOOD		13,815.87
<b>50 - CAFETERIA</b>					<b>19,138.33</b>
<b>Grand Total All Funds</b>					<b>19,138.33</b>
<b>Grand Total Credit Cards</b>					<b>0.00</b>
<b>Grand Total Direct Deposits</b>					<b>0.00</b>
<b>Grand Total Manual Checks</b>					<b>0.00</b>
<b>Grand Total Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Procurement Card Other Disbursement Non-negotiables</b>					<b>0.00</b>
<b>Grand Total Regular Checks</b>					<b>19,138.33</b>
<b>Grand Total All Payments</b>					<b>19,138.33</b>

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

**SAUCON VALLEY SCHOOL DISTRICT  
BUSINESS OFFICE**

BUDGETARY TRANSFER FORM  
2022-2023

**Date: May 09, 2023**

		TRANSFER AMOUNT		ACCOUNT TITLE	REASON FOR TRANSFER	
		IN	OUT			
1	TO	10-3200-890-000-10-000-124-000-0000	225.00		FINE ARTS - MISC EXPS - ELEM	BALANCE ACCOUNT
	FROM	10-3200-610-000-10-000-124-000-0000		225.00	SUPPLIES - ARTS AND THEATRE	TRANSFER OF FUNDS

**Total Transfer: \$ 225.00**

## Academic and Personnel Committee – May 3, 2023

The Academic and Personnel Committee of the Saucon Valley School Board met on May 3, 2023, in the District Office Conference Room.

The following items were on the committee agenda for Discussion & Action:

Policy 200 Enrollment of Students

Policy 200-AR-3 Enrollment Classifications

Policy 202 Eligibility of Nonresident Students

Policy 202-AR Eligibility of Nonresident Students

Policy 203 Immunizations and Communicable Disease

Policy 204 Attendance

Policy 204-AR-0 Compulsory Attendance/Unexcused Absences

Policy 217 Graduation

Policy 217-AR-5 Pathways to Graduation

Policy 221 Dress and Grooming

Policy 251 Students Experiencing Homelessness, Foster Care, and Other Educational Instability

Policy 251-AR-0 Homeless Students

Policy 304.1 Supplemental Contracts – General Overview

Policy 304.2 Supplemental Contracts - Position Employment

Policy 304.2 AR Supplemental Contracts – General Procedures

Policy 810 Transportation

Recommendations:

The committee recommended sending Policies 200, 200-AR-3, 203,204, 204-AR-0, 217, 217-AR-5,221,304.2, and 304.2AR to the Board for approval. The rest will come back to the committee for revisions.

Book

School District for PNN+

Section

200 Pupils

Title

Enrollment of Students

Code

200 Vol IV 2022

Status

Active

### **Authority**

The Board shall enroll school age students eligible to attend district schools, in accordance with applicable laws and regulations, Board policy and administrative regulations. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)

### **Definitions**

**School age** shall be defined as the period from the earliest admission age for the district's kindergarten program until graduation from high school or the end of the school term in which a student reaches the age of twenty-one (21) years, whichever occurs first. [\[1\]](#)[\[6\]](#)

**District of residence** shall be defined as the school district in which a student's parents/guardians reside. [\[2\]](#)[\[3\]](#)

### **Guidelines** ~~Enrollment Requirements~~ ~~Enrollment Requirements~~

School age resident students and eligible nonresident students shall be entitled to attend district schools. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[7\]](#)

The district shall not enroll a student until the parent/guardian has **submitted** ~~supplied~~ ~~supplied~~ proof of the student's age, residence, and immunizations **and a completed Parental Registration Statement, as** required by law and regulations. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

The district shall administer a home language survey to all students enrolling in district schools for the first time. [\[3\]](#)[\[12\]](#)

The district shall **normally** enroll a school age, eligible student the next business day, but no later than five (5) business days after application. [\[3\]](#)

The district shall immediately enroll students **experiencing** ~~identified homeless student~~ ~~identified homeless students~~ **homelessness, foster care and other forms of educational instability**, even if the student or parent/guardian is unable to produce the required documents, in accordance with Board policy, law and regulation. [\[5\]](#)[\[13\]](#)

The district shall not inquire about the immigration status of a student as part of the enrollment process.<sup>[3]</sup>

Enrollment requirements and administrative regulations shall apply to nonresident students approved to attend district schools, in accordance with Board policy, by the Superintendent.<sup>[14]</sup>

### Residency Eligibility Residency Eligibility

~~When the parents of a student reside in different school districts, the student may attend school in the district of residence of the parent with whom the student lives for a majority of the time, unless a court order or court approved custody agreement specifies otherwise. When the parents of a student reside in different school districts, the student may attend school in the district of residence of the parent with whom the student lives for a majority of the time, unless a court order or court approved custody agreement specifies otherwise.~~

~~If the parents of a student share joint custody and time is evenly divided, the parents may choose which of the two (2) school districts the student will enroll in for the school year.~~

~~If the student is an emancipated minor, the resident school district shall be the one in which the student is then living.~~

### Delegation of Responsibility

The Superintendent or designee shall annually notify students, parents/guardians and staff about the district's enrollment policy by publishing such policy in the student handbook, parent newsletters, district website and other efficient methods.<sup>[4]</sup>

The Superintendent or designee shall develop and disseminate administrative regulations for the enrollment of eligible students in district schools.

### **PSBA Revision 11/22 © 2022 PSBA**

#### Legal References

1. 24 P.S. 1301
2. 24 P.S. 1302
3. 22 PA Code 11.11
4. 22 PA Code 11.41
5. 24 P.S. 1331.1
6. 22 PA Code 11.12
7. 22 PA Code 12.1
8. 24 P.S. 1303a
9. 24 P.S. 1304-A
10. Pol. 203
11. Pol. 216.1
12. Pol. 138
13. Pol. 251
14. Pol. 202
- Pol. 201



ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

**217-AR-5. PATHWAYS TO GRADUATION**

In Pennsylvania, there are five (5) pathways provided as a means for students to meet state high school graduation requirements. The pathways are as follows:

- Keystone Proficiency
- Keystone Composite
- Career and Technical Education (CTE) Concentrator
- Alternative Assessment
- Evidence-Based

Please click on the link below to access the PA Department of Education's Act 158: Pathways to Graduation Toolkit which includes detailed information regarding alternative pathways, as well as guidance related to students with disabilities and English Learners.

<https://pdesas.org/Frameworks/DCEToolKit/Act158PathwaysToGraduationToolkit>

Book School District for PNN

Section 200 Pupils

Title Immunizations and Communicable Diseases

Code 203 Vol V 2020

Status Active

### **Authority**

In order to safeguard the school community from the spread of certain communicable diseases, the Board requires that ~~guidance and orders from state and local health officials~~law, regulations, a legally binding order of the PA Department of Health or the Northampton County Health Department, established **Board** policy and **administrative** guidelines regulations, and **Board-approved health and safety plans** be followed by **students, parents/guardians and district staff.**[\[1\]](#)[\[2\]](#)

### **Definitions**

**Certificate of Immunization** - the official form furnished by the Pennsylvania Department of Health. The certificate is filled out by the parent/guardian or health care provider and signed by the health care provider, public health official or school nurse or a designee. The certificate is given to the school as proof of full immunization. The school maintains the certificate as the official school immunization record or stores the details of the record in a computer database.[\[3\]](#)

**Medical Certificate** - the official form furnished by the Pennsylvania Department of Health setting out the immunization plan for a student who is not fully immunized, filled out and signed by a physician, certified registered nurse practitioner or physician assistant, or by a public health official when the immunization is provided by the Department of Health or a local health department, and given to a school as proof that the student is scheduled to complete the required immunizations.[\[3\]](#)

### **Guidelines**

#### **Immunization**

All students shall be immunized against specific diseases in accordance with [Pennsylvania statutes](#) **state law** and regulations, ~~unless specifically exempt for religious or medical reasons.~~ [\[1\]\[2\]\[4\]](#)

A certificate of immunization shall be maintained as part of the health record for each student, as required by the Pennsylvania Department of Health. [\[5\]](#)

A student shall be exempt from immunization requirements whose parent/guardian objects in writing to such immunization on religious grounds or ~~on the basis of a strong moral or ethical conviction similar to a religious belief~~ [\[JJH1\]](#) ~~or on the basis of a strong moral or ethical conviction similar to a religious belief~~ whose physician certifies that the student's physical condition contraindicates immunization. [\[1\]\[4\]\[6\]\[7\]](#)

~~No~~ A student **who has not been immunized in accordance with state regulations** shall **not** be admitted to or permitted to attend district schools, unless exempted ~~for medical or religious reasons~~ [pursuant to state law](#) [\[JJH2\]](#), ~~or~~ provisionally admitted ~~reasons~~ by the Superintendent or designee after beginning a multiple dose vaccine series and submitting proof of immunization or a medical certificate on or before the fifth [\(5<sup>th</sup>\)](#) school day of attendance, **or in accordance with programs or guidance established by the PA Department of Health.** [\[1\]\[4\]\[5\]\[6\]\[7\]](#)

Homeless students who have not been immunized or are unable to provide immunization records due to being homeless shall be admitted in accordance with the provisions of applicable law and regulations. [\[5\]\[8\]\[9\]](#)

Foster care students and students transferring into a school within the Commonwealth shall be admitted in accordance with law and regulations, and shall have thirty (30) days to provide proof of immunization, a medical certificate detailing the plan to complete a multiple dose vaccine series or to satisfy the requirements ~~ef~~ for an exemption. [\[5\]\[10\]](#)

Monitoring of immunization requirements shall be the responsibility of the Superintendent or designee and the [\[1\]](#)

~~{ } building principal.~~

~~{ } school nurse.~~

~~{ } head teacher.~~

~~{ } Students attending child care group settings located in a school, a pre-kindergarten program or an early intervention program operated by the district shall be immunized in accordance with the Advisory Committee on Immunization Practices (ACIP) standards.~~ [\[6\]\[11\]](#)

The Superintendent or designee shall:

1. ~~Inform~~ **Ensure that** parents/guardians **are informed** prior to a student's admission to school, or a grade requiring additional immunizations, of the requirements for immunization, the requisite proof of immunization, exemption available for religious, moral/ethical, or medical reasons, and means by which such exemptions may be claimed. [\[1\]\[5\]\[6\]\[7\]\[8\]\[12\]](#)
2. Designate school personnel to review student medical certificates in accordance with law and regulations to ensure compliance with full immunization requirements. [\[3\]\[5\]](#)
3. {} Annually review state standards for immunization and direct the responsible district personnel accordingly.
4. {} Investigate and recommend to the Board district-sponsored programs of immunization that may be warranted by circumstances and to safeguard the health of the school community. Any Such program is shall be subject to Board approval and may be conducted in cooperation with local health agencies.

**The Superintendent or designee shall** report immunization data electronically to the PA Department of Health by December 31 of each year by using a format and system provided by the Department of Health. If the district is unable to complete the report electronically, the Superintendent or designee shall report the immunization data on the required form to the PA Department of Health by December 15. [\[13\]](#)

### Communicable Diseases

~~A printed description of common communicable diseases, with recommendations as to treatment, shall be distributed annually to all families of children attending the Saucon Valley District.~~

~~When the school nurse determines that a problem exists and it is appropriate to alert parents/guardians, notification will ne sent to the parents/guardians identifying the problem. All notices will be delivered by the student unless otherwise directed by the building administrator.~~

The Board directs that students who have been diagnosed by a physician or are suspected of having a disease by the school nurse shall be excluded from school for the period indicated by regulations of the PA Department of Health **or guidance from state or local health officials or a legally binding order from the PA Department of Health or Northampton County Health Department.** for certain specified diseases and infectious conditions. [\[14\]\[15\]\[16\]\[17\]](#)

**Parents/Guardians shall be notified of this policy at the beginning of the school year, and that during the school year it may be necessary for a student to be excluded from school due to communicable disease. Parents/Guardians of a student needing to be excluded shall be notified and required to come to school**

or have a designated emergency contact come to school to transport the student home or to an appropriate place of care. Students may return to school when the criteria for readmission following a communicable disease, as set forth in law, ~~or regulations~~ ~~or guidance from state or local health officials~~, have been met. [\[14\]](#)[\[15\]](#)[\[16\]](#)

The Board directs school staff to request emergency contact information from parents/guardians of students at the beginning of each school year and request that it be updated as necessary during the school year.

The school nurse shall report the presence of suspected communicable diseases to the appropriate local health authority, as required by the PA Department of Health. [\[18\]](#)[\[19\]](#)[\[20\]](#)

The Superintendent or designee shall direct that health guidelines, **Board-approved health and safety plans**, and universal precautions designed to minimize the transmission of communicable diseases be implemented in district schools.

Instruction regarding prevention of communicable and life-threatening diseases shall be provided by the schools in the educational program for all levels, in accordance with state regulations. [\[21\]](#)

Parents/Guardians shall be informed of and be provided opportunities during school hours to review all curriculum materials used in ~~such~~ instruction **relative to communicable and life-threatening diseases, in accordance with Board policy**. [\[21\]](#)[\[22\]](#)[\[23\]](#)

#### Health Records

A comprehensive health record shall be maintained for each student enrolled in the district. The record shall include the results of required tests, measurements, screenings, regular and special examinations, **and medical questionnaires**. [\[17\]](#)[\[24\]](#)

All health records shall be confidential, and their contents shall be divulged only when necessary for the health of the student or to a physician at the written request of the parent/guardian. **The district may disclose information from health records to appropriate parties in connection with an emergency when necessary to protect the health or safety of the student or other individuals, in accordance with applicable law and Board policy**. [\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)[\[29\]](#)[\[30\]](#)

[As part of the health record, a certificate of immunization shall be maintained for each student enrolled, as required by the Pennsylvania Department of Health.](#)

NOTES:

List of required immunizations can be found at 28 PA Code Sec. 23.83.

**~~Please remove the following language when writing policies and note on cross-reference that the language is too broad:~~**

~~The district shall require parents/guardians to annually complete a medical history report form that includes information regarding known communicable diseases.~~

**~~Note: if district replaces this language in policy during draft revisions, it is all right to keep in policy.~~**

## **PSBA Revision 8/20 © 2020 PSBA**

### Legal References

1. 24 P.S. 1303a
2. 28 PA Code 23.81 et seq
3. 28 PA Code 23.82
4. 22 PA Code 11.20
5. 28 PA Code 23.85
6. 28 PA Code 23.83
7. 28 PA Code 23.84
8. Pol. 200
9. Pol. 251
10. Pol. 255
11. 28 PA Code 27.77
12. Pol. 201
13. 28 PA Code 23.86
14. 28 PA Code 27.71
15. 28 PA Code 27.72
16. Pol. 204
17. Pol. 209
18. 28 PA Code 27.2
19. 28 PA Code 27.1
20. 28 PA Code 27.23
21. 22 PA Code 4.29
22. 22 PA Code 4.4
23. Pol. 105.1
24. 24 P.S. 1402
25. 24 P.S. 1409
26. 20 U.S.C. 1232g
27. 34 CFR Part 99

28. Pol. 113.4

29. Pol. 216

30. Pol. 805

Pol. 105.2

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Book

School District for PNN+

Section

200 Pupils

Title

Attendance

Code

204 Vol IV 2022

Status

Active

### **Purpose**

The Board recognizes that attendance is an important factor in educational success, and supports a comprehensive approach to identify and address attendance issues.[\[1\]](#)

### **Authority**

The Board requires the ~~A~~attendance ~~shall be required~~ of all students during the days and hours that school is in session, except that ~~authorized district staff may excuse a student for~~ temporary student absences ~~upon receipt of satisfactory evidence of mental, physical, or other urgent reasons that may reasonably cause the student's absence~~ may be excused by authorized district staff in accordance with applicable laws and regulations, Board policy and administrative regulations.[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

### **Definitions**

**Compulsory school age** shall mean the period of a student's life from the time the student's person in parental relation elects to have the ~~child~~ student enter school, which shall be no later than ~~eight~~ ~~six~~ ~~(8)~~ ~~(6)~~ years of age, until the student reaches ~~seventeen~~ ~~eighteen~~ ~~(17)~~ ~~(18)~~ years of age. ~~Effective the beginning of 2020-2021 academic year, compulsory school age shall mean entrance in school no later than six (6) years of age until the child reaches eighteen (18) years of age.~~ The term does not include a student who holds a certificate of graduation from a regularly accredited, licensed, registered or approved high school.[\[8\]](#)[\[9\]](#)

**Habitually truant** shall mean six (6) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.[\[8\]](#)

**Truant** shall mean having incurred three (3) or more school days of unexcused absences during the current school year by a ~~child~~ student subject to compulsory school attendance.[\[8\]](#)

**Person in parental relation** shall mean a:[\[8\]](#)

1. Custodial biological or adoptive parent.
2. Noncustodial biological or adoptive parent.
3. Guardian of the person of a [child](#) student.
4. Person with whom a student lives and who is acting in a parental role of a [child](#) student.

This [definition](#) term shall not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child as defined by law.[\[10\]](#)

**School-based or community-based attendance improvement program** shall mean a program designed to improve school attendance by seeking to identify and address the underlying reasons for a [child's](#) student's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code.[\[8\]](#)

### Delegation of Responsibility

The Superintendent or designee shall annually notify students, persons in parental relation, staff and

-  
[{ }](#) local children and youth agency, [and](#)

-  
[{ }](#) local magisterial district judges

-  
 about the district's attendance policy by publishing such policy in student handbooks, [and](#) newsletters, **on the** district website and **through** other efficient communication methods.[\[1\]\[11\]](#)

[{ }](#) The Superintendent [or designee](#) shall require the signature of the person in parental relation confirming that the policy has been reviewed and that the person in parental relation understands the compulsory school attendance requirements.

The Superintendent or designee, in coordination with the

-  
[{ }](#) building principal,

-  
[{ }](#) Attendance Officer,

-  
[{ }](#) Home and School Visitor, [and](#)

-  
[{ }](#) ~~(other)~~ Counselors \_\_\_\_\_,

-  
 shall be responsible for the implementation and enforcement of this policy.

The Superintendent or designee shall develop administrative regulations for the attendance of students which:

1. Govern the maintenance of attendance records in accordance with law.[\[12\]\[13\]](#)
2. Detail the process for submission of requests and excuses for student absences.
3. Detail the process for written notices, School Attendance Improvement Conferences, School Attendance Improvement Plans, and referrals to a school-based or community-based attendance

improvement program, the local children and youth agency, or the appropriate magisterial district judge.

4. Clarify the district's responsibility for collaboration with nonpublic schools in the enforcement of compulsory school attendance requirements.
5. ↔ Ensure that students legally absent have an opportunity to make up work.

## **Guidelines**

### Compulsory School Attendance Requirements

All students of compulsory school age who reside in the district shall be subject to the compulsory school attendance requirements.<sup>[2]</sup>

A student shall be considered in attendance if present at any place where school is in session by authority of the Board; the student is receiving approved tutorial instruction, or health or therapeutic services; the student is engaged in an approved and properly supervised independent study, work-study or career education program; the student is receiving approved homebound instruction; or the student's placement is instruction in the home.<sup>[2][5][14][15][16][17][18][19][20]</sup>

The following students shall be excused from the requirements of attendance at district schools, upon request and with the required approval:

1. On certification by a physician or submission of other satisfactory evidence and on approval of the Department of Education, children who are unable to attend school or apply themselves to study for mental, physical or other reasons that preclude regular attendance.<sup>[3][4][21]</sup>
2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught.<sup>[2][22]</sup>
3. Students attending college who are also enrolled part-time in district schools.<sup>[23]</sup>
4. Students attending a home education program or private tutoring in accordance with law.<sup>[2][18][24][25][26][27]</sup>
5. Students fifteen (15) or sixteen (16) years of age whose enrollment in private trade or business schools has been approved.<sup>[2]</sup>
6. Students fifteen (15) years of age, as well as students fourteen (14) years of age who have completed the highest elementary grade, engaged in farm work or private domestic service under duly issued permits.<sup>[4]</sup>
7. Students sixteen (16) years of age regularly **engaged in useful and lawful employment during the school session** and holding a valid employment certificate. **Regularly engaged means thirty-five (35) or more hours per week of employment.**<sup>[4][15]</sup>

### Excused/Lawful Absence

For purposes of this policy, the following conditions or situations constitute reasonable cause for absence from school:

1. Illness, including if a student is dismissed by designated district staff during school hours for health-related reasons.[\[3\]\[6\]](#)
2. Obtaining professional health care or therapy service rendered by a licensed practitioner of the healing arts in any state, commonwealth or territory.[\[3\]](#)
3. Quarantine.
4. Family emergency.
5. Recovery from accident.
6. Required court attendance.
7. Death in family.
8. Participation in a project sponsored by a statewide or countywide 4-H, FFA or combined 4-H and FFA group, upon prior written request.[\[1\]\[3\]](#)
9. ~~{}~~ **Participation in a musical performance in conjunction with a national veterans' organization or incorporated unit, as defined in law, for an event or funeral.**[\[3\]](#)
  - a. **The national veterans' organization or incorporated unit must provide the student with a signed excuse, which shall include the date, location, and time of the event or funeral.**
  - b. **The student shall furnish the signed excuse to the district prior to being excused from school.**
10. ~~{}~~ Observance of a religious holiday observed by a bona fide religious group, upon prior written request from the person in parental relation.[\[28\]](#)
11. ~~{}~~ Nonschool-sponsored educational tours or trips, if the following conditions are met:[\[3\]\[29\]](#)
  - a. The ~~parent/guardian~~**person in parental relation** submits ~~a written request~~**the required documentation** for excusal prior to the absence, **within the appropriate timeframe.**
  - b. The student's participation has been approved by the Superintendent or designee.
  - ~~c. {}~~ The adult directing and supervising the tour or trip is acceptable to the person in parental relation and the Superintendent.
  - ~~d.c. {}~~ (other) \_\_\_\_\_
12. ~~{}~~ College or postsecondary institution visit, with prior approval.
13. Other urgent reasons ~~Urgent reasons shall be strictly construed and do not permit irregular attendance~~ that may reasonably cause a student's absence, as well as circumstances related to homelessness, foster care **and other forms of educational instability.**[\[3\]\[6\]](#)[\[30\]](#)

The district may limit the number and duration of

~~-~~ ~~{}~~ nonschool-sponsored educational tours or trips and

-  
{ } college or postsecondary institution visits  
-

for which excused absences may be granted to a student during the school year.

*Temporary Excusals –*

The following students may be temporarily excused from the requirements of attendance at district schools:

1. Students receiving tutorial instruction in a field not offered in the district's curricula from a properly qualified tutor approved by the Superintendent, when the excusal does not interfere with the student's regular program of studies. [\[2\]\[14\]\[18\]](#)
2. Students participating in a religious instruction program, if the following conditions are met: [\[28\]\[31\]](#)
  - a. The **parent/guardian person in parental relation** submits a written request for excusal. The request shall identify and describe the instruction, and the dates and hours of instruction.
  - b. The student shall not miss more than thirty-six (36) hours per school year in order to attend classes for religious instruction.
  - c. Following each absence, the **parent/guardian person in parental relation** shall submit a statement attesting that the student attended the instruction, and the dates and hours of attendance.
3. School age children unable to attend school upon recommendation of the school physician and a psychiatrist or school psychologist, or both, and with approval of the Secretary of Education. [\[21\]](#)

*Parental Notice of Absence –*

Absences shall be treated as unexcused until the district receives a written excuse explaining the absence, to be submitted within

-  
{ } three (3)  
-  
{ } ~~five (5)~~  
-  
{ } (~~other~~) \_\_\_\_\_  
-

days of the absence.

A maximum of  
-  
{ } ~~eight (8)~~  
-  
{ } ten (10)  
-  
{ } (~~other~~) \_\_\_\_\_  
-

days of cumulative lawful absences verified by parental notification shall be permitted during a school year. All absences beyond

-  
{ } eight (8)

-  
{ } ten (10)

-  
{ } (other) \_\_\_\_\_

-  
cumulative days shall require an excuse from a licensed practitioner of the healing arts.

#### Unexcused/Unlawful Absence

For purposes of this policy, absences which do not meet the criteria indicated above shall be **permanently** considered ~~an~~-unexcused/~~unlawful absence~~.

An out-of-school suspension may not be considered an unexcused absence.[\[8\]](#)

#### *Parental Notification –*

District staff shall provide prompt notice to the person in parental relation upon each incident of unexcused absence.

#### Enforcement of Compulsory Attendance Requirements

##### *Student is Truant –*

When a student has been absent for three (3) days during the current school year without a lawful excuse, district staff shall provide notice to the person in parental relation who resides in the same household as the student within ten (10) school days of the student's third unexcused absence.[\[32\]](#)

The notice shall:[\[32\]](#)

1. Be in the mode and language of communication preferred by the person in parental relation;
2. Include a description of the consequences if the student becomes habitually truant; and
3. When transmitted to a person who is not the biological or adoptive parent, also be provided to the ~~child's~~ student's biological or adoptive parent, if the parent's mailing address is on file with the school and the parent is not precluded from receiving the information by court order.

The notice may include the offer of a School Attendance Improvement Conference.[\[32\]](#)

If the student incurs additional unexcused absences after issuance of the notice and a School Attendance Improvement Conference was not previously held, district staff shall offer a School Attendance Improvement Conference.[\[32\]](#)

#### *School Attendance Improvement Conference (SAIC) –*

District staff shall notify the person in parental relation in writing and by telephone of the date and time of the SAIC.[\[32\]](#)

The purpose of the SAIC is to examine the student's absences and reasons for the absences in an effort to improve attendance with or without additional services.[8]

The following individuals shall be invited to the SAIC:[8]

1. The student.
2. The student's person in parental relation.
3. Other individuals identified by the person in parental relation who may be a resource.
4. Appropriate school personnel.
5. Recommended service providers.

Neither the student nor the person in parental relation shall be required to participate, and the SAIC shall occur even if the person in parental relation declines to participate or fails to attend the scheduled conference.[32]

The outcome of the SAIC shall be documented in a written School Attendance Improvement Plan. The Plan shall be retained in the student's file. A copy of the Plan shall be provided to the person in parental relation, the student and appropriate district staff.[32]

The district may not take further legal action to address unexcused absences until after the date of the scheduled School Attendance Improvement Conference has passed **the scheduled SAIC has been held and the student has incurred six (6) or more days of unexcused absences.**[32]

*Student is Habitually Truant –*

When a student under fifteen (15) years of age is habitually truant, district staff:[33]

1. Shall refer the student to:
  - a. A school-based or community-based attendance improvement program; or
  - b. The local children and youth agency.
2. May file a citation in the office of the appropriate magisterial district judge against the person in parental relation who resides in the same household as the student.[33]

When a student fifteen (15) years of age or older is habitually truant, district staff shall:[33]

1. Refer the student to a school-based or community-based attendance improvement program; or
2. File a citation in the office of the appropriate magisterial district judge against the student or the person in parental relation who resides in the same household as the student.

District staff may refer a student who is fifteen (15) years of age or older to the local children and youth agency, if the student continues to incur additional unexcused absences after being referred to a school-

based or community-based attendance improvement program, or if the student refuses to participate in such program.[\[33\]](#)

Regardless of age, when district staff refer a habitually truant student to the local children and youth agency or file a citation with the appropriate magisterial district judge, district staff shall provide verification that the school held a SAIC.[\[33\]](#)

#### *Filing a Citation –*

A citation shall be filed in the office of the appropriate magisterial district judge whose jurisdiction includes the school in which the student is or should be enrolled, **against the student or person in parental relation to the student.**[\[34\]](#)

Additional citations for subsequent violations of the compulsory school attendance requirements may only be filed against a student or person in parental relation in accordance with the specific provisions of the law.[\[34\]](#)

#### Special Needs and Accommodations

If a truant or habitually truant student may qualify as a student with a disability, and require special education services or accommodations, the Director of Special Education shall be notified and shall take action to address the student's needs in accordance with applicable law, regulations and Board policy.[\[16\]](#)[\[35\]](#)[\[36\]](#)[\[37\]](#)

For students with disabilities who are truant or habitually truant, the appropriate team shall be notified and shall address the student's needs in accordance with applicable law, regulations and Board policy.[\[16\]](#)[\[35\]](#)[\[37\]](#)

#### Discipline

The district shall not expel or impose out-of-school suspension, disciplinary reassignment or transfer for truant behavior.[\[32\]](#)

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#### NOTES:

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~~Remove language on withholding of credit or automatic grade deductions for students with unexcused/illegal absences (based on court decision). May include language on deduction of class participation grades only, if in response to unexcused/illegal absences.~~

-

~~See additional explanation on court case and info. from School Law Handbook.~~

-

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#### Legal References

1. 22 PA Code 11.41
2. 24 P.S. 1327
3. 24 P.S. 1329
4. 24 P.S. 1330
5. 22 PA Code 11.23
6. 22 PA Code 11.25

7. 22 PA Code 12.1  
8. 24 P.S. 1326  
9. 22 PA Code 11.13  
10. 42 Pa. C.S.A. 6302  
11. 24 P.S. 510.2  
12. 24 P.S. 1332  
13. 24 P.S. 1339  
14. 22 PA Code 11.22  
15. 22 PA Code 11.28  
16. Pol. 113  
17. Pol. 115  
18. Pol. 116  
19. Pol. 117  
20. Pol. 118  
21. 22 PA Code 11.34  
22. 22 PA Code 11.32  
23. 22 PA Code 11.5  
24. 24 P.S. 1327.1  
25. 22 PA Code 11.31  
26. 22 PA Code 11.31a  
27. Pol. 137  
28. 22 PA Code 11.21  
29. 22 PA Code 11.26  
30. Pol. 251  
31. 24 P.S. 1546  
32. 24 P.S. 1333  
33. 24 P.S. 1333.1  
34. 24 P.S. 1333.2  
35. Pol. 103.1  
36. Pol. 113.3  
37. Pol. 114  
24 P.S. 1333.3  
22 PA Code 11.24  
22 PA Code 11.8

Saucon Valley Sc

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

204-AR-0. COMPULSORY ATTENDANCE/UNEXCUSED ABSENCES

The following words, when used in this administrative regulation, have the following meaning, except where the context clearly indicates or requires a different meaning:

**Citation** means a nontraffic citation or private criminal complaint.

**Compulsory school age** means the period of a student's life from the time the student's person in parental relation elects to have the student enter school, which will be no later than **six (6)** years of age until the student reaches **eighteen (18)** years of age. The term does not include a student who holds a certificate of graduation from a regularly accredited, licensed, registered, or approved high school.

**Habitually truant** means six (6) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.

**Offense** means each citation filed with a magisterial district judge for a violation of the requirement for compulsory school attendance, regardless of the number of unexcused absences alleged in the citation.

**Person in parental relation** means a:

1. Custodial biological or adoptive parent.
2. Noncustodial biological or adoptive parents.
3. Guardian of the person of a student.
4. Person with whom a student lives and who is acting in a parental role of a student.

The term does not include any county agency or person acting as an agent of the county agency in the jurisdiction of a dependent child defined under 42 Pa. C.S. §6302 (relating to definitions).

**School attendance improvement conference (SAIC)** means a conference where the student's absences and the reasons for the absences are examined in an effort to improve attendance, with or without additional services. This conference must be held prior to a district initiating truancy proceedings against a student and person in parental relation.

**School attendance improvement plan** means the form created by the Pennsylvania Department of Education (PDE), or a similar form, to document the outcome and next steps of the school attendance improvement conference.

**School-based or community-based attendance improvement program** means a program designed to improve school attendance by seeking to identify and address the underlying reasons for a student's absences. The term may include an educational assignment in an alternative education program, provided the program does not include a program for disruptive youth established pursuant to Article XIX-C of the Pennsylvania Public School Code.

**School day** means the length of time that a student subject to compulsory school attendance is expected to be receiving instruction during a calendar day, as determined by the Board.

**Truant** means having incurred three (3) or more school days of unexcused absences during the current school year by a student subject to compulsory school attendance.

**Unexcused absence** means an absence from school which is not permitted by state law or Board policy and for which an approved explanation has not been submitted within the time period and in the matter prescribed by the Board. An out-of-school suspension will not be considered an unexcused absence.

It is mandatory for all students of compulsory school age residing in the state to attend a school in which all required subjects and activities are taught.

#### Attendance

All students of compulsory school age who either:

1. Reside in the district and are enrolled in district schools,
2. Qualify for attendance in the district but are not currently enrolled in any school,
3. Attend district schools on a tuition basis,

are required to comply with the adopted Board policy governing attendance.

Designated staff in each school will be responsible for monitoring and maintaining records of each student's attendance.

~~[Note: the following applies to first, second and third class districts:]~~

~~The district will employ and designate at least one (1) staff member to serve as an attendance officer or home and school visitor, to enforce compulsory attendance requirements.~~

~~{ } The district will participate in a cooperative agreement to employ an attendance officer.~~

~~[Note: the following applies to school districts of the fourth class:]~~

~~{ } The district will employ at least one (1) staff member to serve as an attendance officer or home and school visitor, to enforce compulsory attendance requirements. [JJH]~~

~~{ } The district will participate in a cooperative agreement to employ an attendance officer.~~

The attendance officer or home and school visitor has full police powers without warrant and may arrest or apprehend any student who fails to attend school in violation of compulsory attendance requirements. A school police officer also has the same arrest powers. Personnel with the title of security **guard** are not empowered to arrest students who violate compulsory attendance laws.

### School Response to Absences

The school is a critical part of a student's support system, and school staff have a significant opportunity to assist students and their families to comply with attendance requirements.

Staff will treat all absences as unexcused until a written excuse explaining the absence is submitted within

~~{ } -three (3)~~

~~{ } five (5)~~

~~{ } (other) \_\_\_\_\_~~

days of the absence.

The person in parental relation and student will be informed that if a written excuse is not provided within

~~{ } -three (3)~~

~~{ } five (5)~~

~~{ } (other) \_\_\_\_\_~~

days of the absence, the absence will be permanently recorded as unexcused. District staff will provide written notice to the person in parental relation upon each incident of unexcused absence.

Each building principal or teacher will report to a designated district employee when a student has been absent for three (3) days, or their equivalent, without a lawful excuse.

If the designated employee discovers that a district student is unable to attend school because of a lack of clothing or food, **they** will report the case to a suitable relief agency operating in the district or to **the appropriate** county **agency** for investigation and relief.

Teachers can be the first line of defense for compulsory attendance, as they are the first to recognize students with possible attendance issues. Teachers will implement a plan of action that includes, but is not limited to:

1. Distributing and reviewing with students and families the adopted Board policies governing attendance and student responsibilities.
2. Meeting individually with students to discuss reasons for absence.
3. Providing feedback to designated district staff.
4. Making referrals to guidance counselors.
5. Cooperating with the Student Assistance Program, as appropriate.
6. Attending the school attendance improvement conference, as necessary.
7. Contributing, as necessary, to the development of the school attendance improvement plan.

#### District Response to Unexcused Absences

The person in parental relation of a compulsory school age student is subject to penalties if compulsory attendance requirements are not met.

The designated district employee will make every effort to work collaboratively with the person in parental relation to address the truancy of a student and will not initiate formal action until an SAIC has been held and the student is habitually truant.

#### *First Unexcused Absence –*

Designated district staff will send to the person in parental relation a notice about the unexcused absence. The notice will be in the preferred language of the person in parental relation, will contain a description of the consequences that will follow if the student becomes habitually truant, and the name and telephone number of the district employee that the person in parental relation can contact to request assistance in resolving the student's truant behavior.

#### *Second Unexcused Absence –*

Designated staff will send to the person in parental relation a notice of a second unexcused absence. The notice will contain a description of the consequences that will follow if the student becomes habitually truant, and the name and telephone number of the district contact. The

second notice will include another offer of district assistance and will be in the preferred language of the person in parental relation.

*Third Unexcused Absence –*

Designated district staff will send notice to the person in parental relation, in writing, within ten (10) school days of the student's third unexcused absence, that contains a description of the consequences that will follow if the student becomes habitually truant, and the name and telephone number of the district contact. The third notice will include another offer of district assistance and will be in the preferred language of the person in parental relation.

~~( )~~ The district will also send to the person in parental relation an invitation to attend an SAIC at which the student's absences and reasons for the absences are to be examined in order to improve attendance, with or without additional services.

If a student continues to incur additional unexcused absences after the school has issued the notice of the student's third unexcused absence, the school will send to the person in parental relation an invitation to attend an SAIC at which the student's absences and reasons for the absences are to be examined in order to improve attendance, with or without additional services.

Participants invited to the conference must include, but not be limited to:

1. The student.
2. The student's person in parental relation.
3. Other individuals as identified by the person in parental relation who may be a resource.
4. Appropriate school personnel.
5. Recommended service providers.

While active participation by the student and family members is an integral component of this conference, there is no legal requirement for either the student or person in parental relation to attend the school attendance improvement conference. The school should make every attempt to conduct the SAIC with the person in parental relation present, to identify and resolve the root causes of truancy, and contribute to the group discussion their unique knowledge about the student and the student's environment.

In an attempt to encourage participation, the school should provide written notice, sent via certified mail, and communicate with the person in parental relation via telephone. The school will hold the SAIC even if the person in parental relation declines to participate or fails to attend.

Issues that should be addressed in the SAIC include, but are not limited to:

1. Appropriateness of the student's educational environment.
2. Possible elements of the school environment that inhibit student success.
3. Student's current academic level and needs.
4. Social, emotional, physical, mental and behavioral issues.
5. Issues concerning family and home environment.
6. Any other issues affecting the student's attendance.

The school will document the outcome of the SAIC in a written school attendance improvement plan which can include: access to academic and social/health supports from the district and community organizations; an outline of family/parental and student responsibilities; and levels of performance monitoring that include rewards and consequences.

~~{ }~~ The school will use the School Attendance Improvement Plan Form, created by PDE, to document the school attendance improvement conference.

~~{ }~~ The school will use a form similar to the School Attendance Improvement Plan Form, created by PDE, to document the school attendance improvement conference.

At the end of the school attendance improvement conference, all parties present should sign the school attendance improvement plan. The student and person in parental relation will be provided a copy of the school attendance improvement plan, regardless of whether they attended.

When the student and/or person in parental relation is/are in attendance at the school attendance improvement conference, the designated district staff member will ensure that the student and the person in parental relation clearly understand the consequences that follow a violation of the compulsory attendance requirements.

*Subsequent Unexcused Absence –*

When a school attendance improvement plan is in place for a student who is not yet habitually truant, and the student is subsequently unlawfully absent at any point within the school year, meaning four (4) to five (5) unexcused absences, the designated district staff will send to the person in parental relation, by certified mail and via any additional mode of communication previously successful with the person in parental relation, an official notice of unexcused absence. The notice will inform the person in parental relation that the school attendance improvement plan has been violated and that once the student reaches six (6) unexcused absences, formal truancy proceedings will be initiated.

When a school attendance improvement plan is in place and the student is subsequently unlawfully absent at any point within the school year, thus amounting to six (6) or more unexcused absences, the designated district staff will send to the person in parental relation, by certified mail and via any additional mode of communication previously successful with the person in parental relation, an official notice to inform the person in parental relation that the school attendance improvement plan has been violated and formal truancy proceedings will be initiated.

At any time when:

1. A school attendance improvement plan has been violated,
  2. Notice has been sent to the person in parental relation that formal action will be initiated,
- and
3. The student is habitually truant,

the designated district staff will initiate truancy proceedings.

#### Penalties for Violations

When referring a habitually truant student of any age to the county children and youth agency or filing a citation, the school must provide verification that the SAIC was held, generally by submitting the school attendance improvement plan.

*Habitually truant students under fifteen (15) years of age -*

1. The designated district staff will refer the student to either:
  - a. A school-based or community-based attendance improvement program, or
  - b. The county children and youth agency for:
    - 1) Services, or
    - 2) Possible disposition as a dependent child.
2. The designated district staff may, but are not required to, file a truancy citation against the person in parental relation to the student who resides in the same household as the student.

*Habitually truant students fifteen (15) years of age and older -*

1. The designated district staff will either:
  - a. Refer the student to a school-based or community-based attendance improvement program, or
  - b. File a citation against the student or person in parental relation to the student who resides in the same household as the student.
2. If a student fifteen (15) years of age or older continues to accrue additional absences after a school refers the student to a school-based or community-based attendance improvement program or refuses to participate in an attendance improvement program, the school may refer the student to the county children and youth agency for possible disposition as a dependent child.

### Citations and Proceedings

The designated district staff will file a truancy citation with the magisterial district judge where the student attends school.

When a citation is filed against a student or person in parental relation to the student who resides in the same household as the student, the magisterial district judge will provide notice of the hearing to the school, person in parental relation, the student, and the county children and youth agency.

At the hearing, the school district must prove beyond a reasonable doubt that the student was subject to the compulsory attendance law and was, without legal justification, habitually truant. The person in parental relation may demonstrate, by a preponderance of the evidence, that they took every reasonable step to ensure the attendance of the student at school.

Before entering a sentence, the magisterial district judge will permit the school district, person in parental relation to the student, or student to present relevant information, such as the student's attendance since the citation was filed, to assist the judge in making an informed decision regarding an appropriate sentence.

A person convicted of a violation of the compulsory attendance laws may be sentenced to pay a fine for the benefit of the school, sentenced to perform community service, or required to complete an appropriate course or program designed to improve school attendance.

If within a three-year period a student or person in parental relation is convicted of a second or subsequent offense, the court must refer the student to the county children and youth agency for services or possible disposition as a dependent child under the Juvenile Act.

The designated district staff will not file a citation against a student or person in parental relation for a subsequent violation of compulsory school attendance if:

1. A proceeding is already pending against the student or person in parental relation and judgment in the first proceeding has not yet been entered, unless a warrant has been issued for failure of the student or person in parental relation to appear before the court and the warrant has not yet been served.
2. A referral for services has been made to the county children and youth agency under this subdivision, the agency has not closed the case, and the educational entity has not consulted with the county children and youth agency prior to filing the petition.
3. A petition has been filed alleging the student is dependent due to being habitually truant, relative to juvenile matters, and the case remains under the jurisdiction of the juvenile court.

### Fines

For the first offense, the fine may not exceed \$300, together with court costs.

For the second offense, a person in parental relation may not be fined more than \$500, together with court costs.

For a third and any subsequent offense, a person in parental relation may not be fined more than \$750, together with court costs.

### Failure to Comply with Penalties

If a person in parental relation fails to comply with the penalties imposed, that person may be sentenced to jail for up to three (3) days if the court determines that the person in parental relation had reasonable ability to comply with the penalty and that noncompliance was willful.

If a student fails to satisfy the penalties imposed:

1. Such act will not be considered delinquent but may result in a dependency determination under the Juvenile Act.
2. The magisterial district judge may send the record of conviction to the Pennsylvania Department of Transportation.
  - a. If the Department of Transportation receives such a record, it is required to take action against the student's operating privileges. The Department will suspend for ninety (90) days the operating privilege of any student upon receiving a certified record that the student was convicted of violating the compulsory attendance requirements. If the Department receives a second or subsequent conviction for a student's violation, the Department will suspend the student's operating privilege for six (6) months.
  - b. Any student whose record is received by the Department and who does not have a driver's license will be ineligible to apply for a driver's license for the time periods

specified above. If the student is under sixteen (16) years of age when convicted, suspension of operating privileges will commence for the time specified above.

Nothing in this section will be construed to apply to a person in parental relation whose child or children are in a home education program.

#### Homeless and Unaccompanied Youth/Children in Foster Care

The Every Student Succeeds Act, the McKinney-Vento Homeless Assistance Act, and the Fostering Connections to Success and Increasing Adoptions Act require that states, local education agencies, and schools work to remove barriers to the education of homeless students, unaccompanied youth, and children in foster care. Such barriers include those related to enrollment and retention due to absences.

Designated district staff will not count as unexcused those absences that occur due to homelessness, the transience of unaccompanied youth, or the fluctuation of foster care placements.

Designated school staff should use the school attendance improvement conferences as a means to identify the root causes of students' absenteeism, such as homelessness, frequent household shifts, absence of consistency and stability, and a lack of transportation, which should all be captured in the school attendance improvement plan. The school attendance improvement plan should clearly delineate the school responsible for complying with the compulsory attendance laws (school of origin, school of residence, etc.) as well as the school(s) responsible for implementing various portions of the school attendance improvement plan.

The district must consider the living situation of each unaccompanied youth to determine whether it is appropriate to file citations against the person in parental relation. School districts may consider contacting the **county** children and youth **agency** to link the youth with services.

#### District Response to the Unexcused Absences of Nonpublic School Students

Though nonpublic schools are charged with developing their own policies to monitor, track, and respond to unexcused absences, the nonpublic student's school district of residence remains responsible for enforcing the requirements for compulsory school attendance. Designated district staff will work with nonpublic schools located within district boundaries to:

1. Ensure the district receives copies of the written notification of each nonpublic school student's third unexcused absence, as sent to the person in parental relation of the student;
2. Participate in school attendance improvement conferences, as necessary;
3. Receive copies of all school attendance improvement plans;
4. Refer the nonpublic school student to a school-based or community-based attendance improvement program or the county children and youth agency for possible disposition as a dependent child;

- a. Request, as necessary, assistance from the nonpublic school relative to attendance improvement programs and juvenile dependency referrals.
5. File truancy citations with the magisterial district judge where the nonpublic school student resides.
    - a. Request, as necessary, cooperation and participation from the nonpublic school in the truancy proceedings.
  6. Refer the nonpublic school student to the county children and youth agency for possible disposition if the nonpublic school student either does not comply with or attend the school-based or community-based attendance improvement program.
    - a. Request, as necessary, cooperation and participation from the nonpublic school.

Book

School District for PNN+

Section

200 Pupils

Title

Graduation

Code

217 Vol IV 2022

Status

Active

### **Purpose**

The Board **shall establish graduation requirements and** ~~will~~ acknowledge each student's successful completion of the instructional program to the student's interests and needs by awarding diplomas **and certificates** at graduation ceremonies.

### **Authority**

The Board shall adopt the graduation requirements students must achieve, ~~which shall include course completion and grades and any other requirements as prescribed by the Commonwealth of Pennsylvania~~ in accordance with state **law and** regulations. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Board requires ~~that specific~~ graduation requirements **to** be published and distributed to students and parents/guardians, and ~~be~~ made available in each school building ~~or~~ **and posted** on the district's **publicly accessible** website. All changes to graduation requirements shall be published and distributed to students and parents/guardians, and made available in each school building ~~or~~ **and posted** on the district's **publicly accessible** website immediately following approval by the Board. [\[2\]](#)[\[5\]](#)

### **Diplomas**

The Board shall award a ~~regular~~ high school diploma to every student enrolled in this district who meets the requirements for graduation established by this Board ~~as part of the district's Comprehensive Plan~~. [\[2\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

A student who has completed the requirements for graduation shall not be denied a diploma as a disciplinary measure

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~~{}~~, but the student may be denied participation in the graduation ceremony when personal conduct so warrants. Such exclusion shall be regarded as a school suspension. [\[11\]](#)

### ***Students Experiencing Educational Instability -***

The district shall provide supports to ensure that students experiencing educational instability graduate in a timely manner, in accordance with law and Board policy. A graduation plan shall be developed to facilitate this process for students in grades nine (9) through twelve (12) who are experiencing educational instability.[\[12\]](#)[\[13\]](#)

*Students With Disabilities -*

~~Identified students with disabilities who satisfactorily complete a special education program developed by an individualized Education Program team shall be granted and issued a regular high school diplomas.~~

The Board ~~may~~ shall permit ~~an a identified~~ student with a disability, whose Individualized Education Program (IEP) prescribes continued educational services, to participate in graduation commencement ceremonies with ~~his/her their~~ graduating class, ~~even though the student will not be granted a diploma at that time and will continue to receive educational services from the district, and receive a certificate of attendance,~~ provided that the student has attended four (4) years of high school. The Board shall issue a high school diploma to each student with a disability who completes the graduation requirements established by the Board or the goals established in the student's IEP, as determined by the student's IEP team.[\[11\]](#)[\[2\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)

A list of all graduating students shall be submitted to the Board for its information and release to the public.

A requirement for graduation shall be the completion of work and studies representing the instructional program assigned to grades 9 through 12, which are aligned to established academic standards.

The Board shall identify the planned courses for which credit toward graduation shall be awarded upon successful completion. These written plans shall be on file in the district office and shall be made available upon request for review by the designated representatives of the Department of Education.

The Board requires that each candidate for graduation shall have earned and passed the required subjects and electives necessary to earn the number of credits mandated by the Board for graduation.

Changes in graduation requirements will be described in the annual high school Program of Studies.

The fourth year of high school shall not be required for graduation if a student has completed all other requirements for graduation.

*Part-Time Students -*

A student may qualify for graduation by attending a district school part-time when lawfully employed part-time or when officially enrolled part-time in a postsecondary institution, provided that all graduation requirements are met.[\[20\]](#)[\[21\]](#)

*Full-Time Postsecondary Students -*

The fourth year of high school shall not be required for graduation if a student has completed all requirements for graduation and attends a postsecondary institution as a full-time student.[\[21\]](#)[\[22\]](#)

*{ } Eligible Veterans -*

{ } In order to honor and recognize honorably discharged eligible veterans who left high school prior to graduation to serve in World War II, the Korean War or the Vietnam War, the Board shall grant a diploma to a veteran who meets the applicable requirements of law and completes the required application.[\[6\]](#)

{ } Upon proper application, the Board may award a diploma posthumously to a veteran who meets the stated requirements.

The Superintendent shall submit to the Board for its approval the names of veterans of World War II, the Korean War, and the Vietnam War who are eligible for a high school diploma.

### **Delegation of Responsibility**

The Superintendent or designee shall be responsible for ensuring the following:

1. Publication and distribution of graduation requirements to students and parents/guardians.
2. Counseling of students regarding expectations of graduation requirements.
3. Assessment of individual student attainment of academic standards to ensure the student's progress toward achievement of graduation requirements.
4. Accurate recording and reporting of each student's progress and accumulation of graduation requirements.
5. Provision of assistance to those students having difficulty attaining the academic standards.
6. Development of a list of individuals who qualify for the award of a diploma.
7. Planning and executing graduation ceremonies that appropriately recognize this important achievement.

The Superintendent or designee shall annually, no later than December 1, report to the PA Department of Education (PDE) graduation information and data, as required by law.

### **GUIDELINES**

Accurate recording of each student's achievement of academic standards shall be maintained, as required by law and state regulations.

Periodic warnings shall be issued to students in danger of not fulfilling graduation requirements.

#### Calculation of GPA

Grade point average ("GPA") will be calculated based on courses taken at the high school during the student's high school years. Approved middle school credits requested by the parents/guardians as referenced in Board Policy will be calculated in the high school GPA. College courses taken while a student is in the high school will not be calculated in the GPA. The Superintendent or designee shall design, implement, and publish a system to provide a weighted value to advanced or accelerated courses.

#### Students Repeating Courses

If a student fails a course, the course can be repeated. If a student passes a course, the course cannot be taken again without an appeal to the principal. Credit will only be given once for a course. If a course is repeated, the student may, upon request in a letter to the principal, have the original grade excluded in the calculation of the GPA. However, both courses will be recorded on the transcript.

**PSBA Revision 11/22 — © 2022 PSBA**

## Legal References

1. 24 P.S. 121
2. 22 PA Code 4.24
3. 22 PA Code 4.51
4. 22 PA Code 4.52
5. 24 P.S. 510.2
6. 24 P.S. 1611
7. 24 P.S. 1613
8. Pol. 102
9. Pol. 127
10. Pol. 212
11. Pol. 233
12. 24 P.S. 1331.1
13. Pol. 251
14. 24 P.S. 1614
15. 22 PA Code 11.27
16. 22 PA Code 4.12
17. 34 CFR 300.102
18. 34 CFR 300.305
19. Pol. 113
20. 22 PA Code 11.5
21. 22 PA Code 11.8
22. 22 PA Code 11.4
23. Pol. 216
- 34 CFR Part 300

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ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

**217-AR-5. PATHWAYS TO GRADUATION**

In Pennsylvania, there are five (5) pathways provided as a means for students to meet state high school graduation requirements. The pathways are as follows:

- Keystone Proficiency
- Keystone Composite
- Career and Technical Education (CTE) Concentrator
- Alternative Assessment
- Evidence-Based

Please click on the link below to access the PA Department of Education's Act 158: Pathways to Graduation Toolkit which includes detailed information regarding alternative pathways, as well as guidance related to students with disabilities and English Learners.

<https://pdesas.org/Frameworks/DCEToolKit/Act158PathwaysToGraduationToolkit>

Book

School District for PNN+

Section

200 Pupils

Title

Dress and Grooming

Code

221 Vol IV 2022

Status

Active

### **Purpose**

The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference.

### **Authority**

The Board has the authority to impose limitations on students' dress in school. The Board will not interfere with the right of students and their parents/guardians to make decisions regarding their appearance, except when their choices disrupt the educational program of the schools or ~~and~~ ~~or~~ ~~safety~~ ~~of others~~ ~~hazard~~. [\[1\]\[2\]](#)

~~{ } The Board may require students to wear standard dress or uniforms, which may be required district-wide or by individual schools. [\[1\]\[2\]](#)~~

[When student dress may constitute student expression, Policy 220 Student Expression shall apply.](#)

Students may be required to wear certain types of clothing while participating in physical education classes, technical education, extracurricular activities or other situations where special attire may be required to ensure the health or safety of the student. [\[2\]](#)

**The Board directs district staff to support students experiencing educational instability by waiving penalties related to a delay in compliance with Board policy or school rules related to dress and grooming. [\[3\]](#)**

### **Delegation of Responsibility**

The building principal or designee shall be responsible to monitor student dress and grooming, and to enforce Board policy and school rules governing student dress and grooming.

The Superintendent or designee shall ensure that all school rules implementing this policy impose only the minimum necessary restrictions on the exercise of the student's taste and individuality. [\[2\]](#)

Staff members shall be instructed to demonstrate, by example, positive attitudes [toward neatness, cleanliness, propriety, modesty, and good sense in attire and appearance](#), and compliance with Board policy and school rules related to dress and grooming.[4]

-

NOTE:

-

~~If district has three (3) employee sections, remember to change the policy cites in the policy and references.~~

-

Legal References

1. 24 P.S. 1317.3

2. 22 PA Code 12.11

3. Pol. 251

4. Pol. 325

## ***Saucon Valley School District***

### Policy

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Title – 304.2 AR Supplemental Position

Section – 300

Adopted –

Revised –

### Content

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#### **Purpose**

The Saucon Valley School Board recognizes its obligation to provide qualified individuals for the district's supplemental contract positions.

#### **Authority**

The Board shall, by a majority vote of all members, approve the appointment of all supplemental contract positions and set the compensation for each position as recommended by the Superintendent. Appointments are valid for a one (1) year assignment.

Nepotism or favoritism shall not, at any time, enter into the employment, assignment, or promotion of individuals.

All supplemental contract positions must be approved by the Board prior to his/her commencement of duties.

Any misstatements of material fact to qualifications for employment/salary by a supplemental contract position candidate shall constitute grounds for termination by the Board.

Athletic coaches shall report directly to and be evaluated by the Athletic Director. Non-athletic supplemental contract positions shall report directly to and be evaluated by the appropriate program director, certified administrator, and/or building administrator as determined by the Superintendent or designee.

#### **Delegation of Responsibility**

The Superintendent or designee shall develop administrative regulations for employment of supplemental contract positions, in accordance with Board policy and state and federal laws and regulations. [2]

Supplemental contract vacancies shall be made known to district employees.

## Guidelines

In the employment of athletic coaches, criteria for selection shall give due consideration for the health and safety of the student-athlete and the technical expertise needed to develop sports skills among participants. Consideration shall be given to:

1. Experience in youth activities.
2. Specific experience as a participant or coach in the sport for which s/he applied.
3. Knowledge in first aid, including care and prevention of athletic injuries.
4. Knowledge and understanding of the scientific principles related to training and conditioning for sports.

## Pre-Employment Requirements

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

A candidate's failure to comply with the mandatory background check requirements for criminal history and child abuse will immediately invalidate any hiring decision.

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

Legal

[1. 24 P.S. 1111](#)

2. Pol. 304

[3. 24 P.S. 111.1](#)

[4. 24 P.S. 111](#)

[5. 23 Pa. C.S.A. 6301 et seq](#)

Pol. 104

**SAUCON VALLEY SCHOOL DISTRICT**  
**304.2-AR-0. General Procedures**

**Hiring Process**

Vacant positions ~~are shall be~~ publicly posted, with the exception of positions that are only filled with District employees and thus only posted internally. ~~Those positions are internally posted.~~ Interested candidates should submit a letter of interest and requested credentials to support ~~their~~ candidacy. District administration reviews and screens candidates as appropriate, which may include an interview process.

In the employment of coaches, criteria for selection shall give due consideration for the health and safety of the student athlete and the technical expertise needed to develop sports skills among participants.

Consideration shall be given to:

- o Specific experience as a participant or coach in a sport.
- o Knowledge in first aid, including care and prevention of athletic injuries.
- o Knowledge and understanding of the scientific principles related to training and conditioning for sports.

The Superintendent or designee recommends a candidate to the Board. All appointments are valid for a period of up to one school year, depending on the the position. ~~All appointments are valid for a specific sport in a single school year.~~

**Evaluation Process**

Athletic Coaches Head varsity coaches shall report directly to and be evaluated by the athletic director. All other athletic coaches shall be evaluated by the head varsity coach of that program or athletic director.

The evaluation of the coaches will occur within thirty (30) days of the end of the season or district, regional or state level competition. The athletic director will meet with the Head coach to review their evaluation and the evaluations of the athletic coach(es).

An individual may indicate their desire for reappointment to a supplemental position on their evaluation form. If the evaluation is satisfactory, ~~the individual will determine whether they wish to re-apply for the position by indicating it on the evaluation form.~~ The athletic coach and supervising administrator will sign the evaluation and submit it to the Office of the Superintendent. Individuals who have received an unsatisfactory evaluation may not be considered for these positions. If the evaluation is unsatisfactory, the evaluation must demonstrate cause and the individual will not be recommended to the Board for hire. The individual will receive a letter from the Athletic Director notifying them that they will not be recommended for renewal to the Board for the following season.

Varsity head coaches are given the authority to recommend their assistant coaches for hire. Based on the structure of the athletic program, this may include junior varsity and/or middle school coaches ~~based on the structure of the athletic program.~~ Individuals who have received an unsatisfactory evaluation may not be considered for these positions. ~~Individuals who have received an unsatisfactory evaluation may not be considered for these positions.~~

~~If the evaluation is unsatisfactory, the evaluation must demonstrate cause and the individual will not be recommended to the Board for hire. The individual will receive a letter from the Athletic Director notifying them that they will not be recommended for renewal to the Board for the following season.~~

### **Extra-curricular Positions**

Extra-curricular positions shall report directly to and be evaluated by the appropriate district or building administrator as determined by the Superintendent or designee. The evaluation of the extra-curricular positions shall occur at the conclusion of the activity or by the end of the school year. In situations where there are subordinate positions, the director/lead extra-curricular position will meet with the appropriate district or building administrator as determined by the Superintendent or designee to review their evaluation and the evaluations of the extra-curricular position(s).

An individual may indicate their desire for reappointment to a supplemental position on their evaluation form. If the evaluation is satisfactory, ~~the individual will determine whether they wish to re-apply for the position by indicating it on the evaluation form.~~ The the extra-curricular advisor and supervising administrator will sign the evaluation and submit it to the Office of the Superintendent.

If the evaluation is unsatisfactory, the individual will not be recommended to the Board for rehire. The individual will receive a letter notifying them that they will not be recommended for rehire to the Board. Extra-curricular advisors are given the authority to recommend their assistants for hire. Individuals who have received an unsatisfactory evaluation may not be considered for these positions.

### **Position Changes**

When a head coaching/advisor position becomes vacant, an individual will be recommended for hire to the Board prior to the hiring of any assistants for that particular sport/co-curricular activity.



May 3, 2023

To: Saucon Valley Board of Education

From: Saucon Valley Foundation for Educational Innovation

Re: Environmental Education Center (EEC) Funding

The Saucon Valley Foundation for Educational Innovation is pleased to provide funding to add WiFi access in the Environmental Education Center. We are requesting your approval for this donation.

**21st CENTURY FUNDING**

Educational Environmental Center (EEC) (\$4,000.00)

As a 1:1 iPad school, a lot of our classroom resources are internet-based, so having WIFI in our outdoor classroom would fully integrate this learning area seamlessly into the existing learning environment. It would allow on-the-spot research to take place in the field, a valuable tool when students want to learn more about how the natural world works that can't be gleaned just from observations. Learning in a novel environment such as our outdoor classroom, surrounded by nature, can also pique interest not only in science, but in a multitude of subjects.

Respectfully,

*Kathleen Dettmar*

Kathleen Dettmar, Treasurer  
SVFEI

Cc: David Bonenberger, Business Office

**CAPSTONE ACADEMY**  
**TUITION AGREEMENT**  
**2023-2024 School Year**

This Contract for Educational Services (this "Contract") is made effective as of April 26, 2023 by and between Capstone Academy LLC, a Pennsylvania for profit corporation located at, 351 E Johnson Highway, East Norriton, PA 19401 ("Capstone") and the **Saucon Valley School District**, with principal offices located at 2097 Polk Valley Rd., Hellertown, PA 18055 ("School District").

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

**Article 1.     DEFINITIONS**

Section 1.01    **"CAPSTONE PROGRAMMING"** means that unique educational curriculum and program designed and implemented by Capstone which School District has reviewed and approved. School District hereby represents, warrants and guarantees that School District has reviewed and understands CAPSTONE PROGRAMMING in its entirety.

Section 1.02    **"TUITION"** means Ninety Two Thousand Four Hundred Twenty Two dollars and Eighty cents (\$92,422.80) for the CAPSTONE PROGRAMMING received by Student during the 2023-2024 school year.

Section 1.03    **"Student"** means

**Article 2.     TERM AND TERMINATION**

Section 2.01    CAPSTONE PROGRAMMING shall commence on September 5, 2023 and this Agreement shall terminate on June 13, 2024 ("Initial Term").

**Article 3.     CAPSTONE PROGRAMMING**

Section 3.01    Student receives CAPSTONE PROGRAMMING as defined by Capstone Schools, LLC. Capstone operates as a school located at 351 E Johnson Highway, East Norriton, PA 19401. Capstone is a private licensed school within the Commonwealth of Pennsylvania that provides educational services to children with special education needs. Capstone employs certified personnel as defined by the Pennsylvania Department of Education and otherwise complies with the requirements for a private licensed school. Capstone performs all background checks required by Pennsylvania law on school staff, including criminal record and child abuse checks.

(a)     Notwithstanding anything to the contrary in this Agreement, CAPSTONE PROGRAMMING shall be limited by the following:

(1)Notwithstanding anything to the contrary in this Agreement, CAPSTONE PROGRAMMING shall be limited as follows:

- a) Speech and Occupational Therapy shall be limited to one (1) session of speech therapy and one (1) session of occupational therapy per week, not to exceed thirty (30) minutes each.
- b) The School District and Capstone may request, by written or electronic communication, Capstone's provision of Additional Related Services, which shall be billed at the following rates:
  - i) Additional 1:1 staffing for Student: \$181.08/day
  - ii) Related Service #1 (speech therapy): \$105.90/hour
  - iii) Related Service #2 (occupational therapy): \$127.08/hour
  - iv) Related Service #3 (cognitive behavioral therapy): \$158.85/hour
  - v) Wilson Reading Tutoring: \$90.02/hour

Section 3.02 Capstone agrees to provide, within reason, Student with CAPSTONE PROGRAMMING. Capstone shall notify the Student's Parent/Guardian and School District if it cannot provide such CAPSTONE PROGRAMMING for any reason. The parties agree that Capstone has made no representations or other commitments regarding Student achieving any specific goals specified within any Individualized Education Plan promulgated by any other entity or governmental body.

Section 3.03 Capstone reserves the right to terminate a Student's enrollment at Capstone for any reason including whenever Capstone determines, in its sole discretion, that Student is not benefiting from the program being offered, Capstone is unable to effectively deliver services to Student, Student presents a serious risk to the safety of others, and/or Student needs services which Capstone is unable to provide. Capstone shall provide written notice of its intention to terminate Student's enrollment at least fifteen (15) days prior to termination except when termination is for serious disciplinary infractions or safety reasons. Capstone is designed and intended to educate students with behavioral challenges and that serious disciplinary infractions as defined by Capstone must present exceptional challenges to be so defined.

(a) Capstone shall pay School District a prorated refund of the TUITION within thirty (30) days of its exercise of termination under Section 3.03.

Section 3.04 Delegation of authority to Capstone.

(a) School District hereby delegates to Capstone the following tasks, consistent with federal and State law, the Charter Contract, and subject to the other terms and conditions of this Agreement as follows:

- (1) Capstone may utilize third party contractors in accordance with this Agreement and School District shall execute any and all waivers of conflict necessary to effect this subsection.
- (2) Capstone shall establish and implement CAPSTONE PROGRAMMING for the Student as provided for in this Agreement.
- (3) Capstone shall exercise such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement and all applicable laws; and
- (4) Capstone shall take such other actions that in the opinion of Capstone may be necessary to properly and efficiently provide CAPSTONE PROGRAMMING, provided such actions are consistent with applicable laws

(b) Educational Rights and Privacy Act. School District hereby designates employees of Capstone as agents of School District having a legitimate educational interest such that they are entitled access to Student's education records under 20 U.S.C. § 1232g, The Family Educational Rights and Privacy Act ("FERPA"). Capstone, its officers and employees shall comply with FERPA at all times.

#### **Article 4. TUITION**

Section 4.01 In exchange for CAPSTONE PROGRAMMING provided by Capstone to the Student, School District will pay Capstone in ten (10) equal installments on or before the first day of each month from the effective date of this Agreement until such time as TUITION is paid. The TUITION is nonrefundable..

Section 4.02 Delinquent accounts are subject to a late charge of 1% per month

Section 4.03 School District shall send payments to the following address, or such other address as Capstone Academy may designate in writing to School District:

Capstone Academy  
1776 Hilltown Pike  
Hilltown, Pa. 18927

#### **Article 5. INDEMNIFICATION**

Section 5.01 Indemnification of Capstone. School District shall hold Capstone and its affiliates and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them (the "Capstone Indemnified Persons") harmless and indemnify each of them from and against any and all legal Claims incurred or to be incurred by any of them resulting from or arising out of any breach or violation of School District's representations, warranties, covenants and agreements contained in this Agreement.

Section 5.02 Complete Waiver, Release of Claims and Covenant not to Sue. In consideration for the provision of CAPSTONE PROGRAMMING, the sufficiency of which the School District hereby acknowledges, the School District hereby expressly WAIVES, RELEASES, FOREVER DISCHARGES AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND COVENANT NOT TO SUE Capstone Academy, LLC, its respective agents, servants, officers, directors, officials, board members, attorneys, employees (whether past or present), Capstone Academy, LLC appointed chaperones, and successors and assigns, individually and in their official capacity, from any and all claims, liabilities, allegations, covenants, rights, causes of action, demands and damages of any kind, known or unknown, under any statute, regulation or law, arising out of, related to, concerning, or in any way connected with the provision of CAPSTONE PROGRAMMING. The School District voluntarily assume full responsibility for any risks of loss, property, damage, or personal injury, including death, that may be sustained by the Student or the School District as a result of the Student's participation in CAPSTONE PROGRAMMING.

#### **Article 6. CONFIDENTIALITY**

Section 6.01 Capstone, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Capstone, or divulge, disclose, or communicate in any manner, any information that is proprietary to School District. Capstone and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

Section 6.02 Upon termination of this Contract, Capstone will return to School District all records, notes, documentation and other items that were used, created, or controlled in reference to Student by Capstone during the term of this Contract. All academic reports will be held until all amounts due are paid in full.

## **Article 7. DEFAULT**

Section 7.01 In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the date of receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. In the event that Capstone has to pursue collection to recover any unpaid amounts, the School District will be responsible for any costs of collection, including attorney's fees. Notwithstanding anything herein to the contrary, Capstone shall not be liable for any special, consequential, or punitive damages of any nature.

## **Article 8. MISCELLANEOUS**

Section 8.01 This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

Section 8.02 If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Section 8.03 This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Section 8.04 This Agreement, as well as matters pertaining to student discipline and termination, shall be governed by the Commonwealth of Pennsylvania law, and the rules and regulations set forth by the Pennsylvania Department of Education applicable to private schools. Neither Capstone nor the School District shall be subject to the laws of any other state.

Section 8.05 Any notice or communication required or permitted under this Contract shall be sufficiently given, if delivered in person or by certified mail, return receipt is requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Section 8.06 Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Section 8.07 School District represents and warrants that the individual executing this Agreement is duly authorized to execute and deliver this Agreement on its behalf and this Agreement is a valid and binding obligation of School District.

Section 8.08 This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

Section 8.09 This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

Section 8.10 All notices, consents and other communications ("notices") which either Party may be required to or desire to give the other Party shall be in writing and shall be given by personal service, telecopy, nationally recognized overnight courier service, registered air mail or certified mail (or by equivalent means) to the other Party at its respective address or telecopy telephone number set forth below. Notices shall be deemed to be given upon deposit into the mail by the Party doing the notifying. Notices delivered by telecopy shall be confirmed in writing by overnight courier and shall be deemed to be given upon deposit into the mail by the Party doing the notifying.

(a) CAPSTONE:

Capstone Academy  
/ico/ Amanda Flavell, CEO  
351 E. Johnson Highway  
East Norriton, PA 19401

(b) SCHOOL DISTRICT:

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

Section 8.11 The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

Section 8.12 In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

Section 8.13 The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

Section 8.14 The undersigned School District has reviewed this agreement and hereby acknowledge School District's understanding of the terms of this Agreement and agrees to abide by and be held responsible for payment of the obligations set forth above.

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands as of the date first above written:

ATTEST:


\_\_\_\_\_

ATTEST:

Capstone Academy LLC,  
a Pennsylvania for profit corporation.

By: \_\_\_\_\_

Its:

By:  \_\_\_\_\_  
Amanda Flavell, M.A., BCBA  
Its: Principal and Chief Executive Officer

## CONTRACT FOR IN-SCHOOL AND FIELD TRIP NURSING SERVICES

This AGREEMENT is made and entered into this 4th day of May 2023, by **BAYADA Home Health Care, Inc.**, with a service office located at 881 Marcon Boulevard, Suite 100, Allentown, Pennsylvania 18109 (hereinafter referred to as **BAYADA**) and **Saucon Valley School District**, located at 2097 Polk Valley Road, Hellertown, Pennsylvania 18055 (hereinafter referred to as **SCHOOL**).

**BAYADA** is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for a nurse to provide basic nursing care to its students.

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

### I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** shall be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who shall hold a current license, registration or certification as requested by the **SCHOOL** district and shall provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** shall make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurse who is providing onsite services. The contents of such file will include:
1. Verification of current licensure or certification as applicable; and
  2. Completed application for employment or resume; and
  3. Verified references; and
  4. Evidence of annual performance evaluation; and
  5. A criminal record check, conducted upon hire, if required by state law; and
  6. Evidence of at least one, annual in-service education or training in accordance with applicable state regulations.
  7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
  8. Attestation of employee or vaccination or exemption status where applicable.
  9. "Bayada agrees that it has performed background checks sufficient to satisfy the requirements of the Pennsylvania School Code and the Pennsylvania Child Protective Services Law."
- C. Service. **BAYADA** shall provide an RN/LPN to **SCHOOL** per **SCHOOL's** request. The RN/LPN will provide basic nursing services to **SCHOOL's** students currently attending schools located within **SCHOOL's** district or while attending Field Trips. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse. Upon execution of this

Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the **SCHOOL** calendar including all scheduled days off.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL's** district, to include any setting where student is receiving educational services or attending Field Trips, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** shall maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees which may give rise to liability under this Agreement.
2. **BAYADA** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

F Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.

G Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H Payment of Personnel. **BAYADA**, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

## II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.
2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to any and all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures, or (3) any exposure to the COVID 19 virus except when the sole cause was from a **BAYADA** specific confirmed exposure. "No indemnification agreed to between the parties shall expose the District to greater liability than what it would be exposed to under the Pennsylvania Political Subdivision Tort Claims Act if the District were along liable."

- D. Equipment and Supplies. **SCHOOL** will supply **BAYADA's** RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.
- E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA's** employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA's** employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.
- G. Orientation, Training and Supervision. **SCHOOL** will provide all necessary training prior to a nurse working independently. This includes but is not limited to:
1. Orientation to the school setting- nurses station; emergency equipment, administrative office and school geography.
  2. Training to documentation requirements including forms and filing of forms.
  3. Orientation to the general care and emergency protocols orders
  4. Orientation to all relevant associated procedures.
  5. Back up supervision or resource will be available for any questions or concern.

### III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$60.00/hour for RN/LPN services for in **SCHOOL** service or Field Trips, provided under this Agreement. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.
- B. **BAYADA** shall forward to **SCHOOL** an itemized bill on a weekly basis.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

### IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on **May 8, 2023** and will remain in effect through **June 30, 2023**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than a thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
  2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
  3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

## V. ADDITIONAL TERMS

- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Pennsylvania.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Brett Berghardt  
Director

\_\_\_\_\_  
Jillian Brodhead  
Director of Special Education and Special  
Services

*Signing with authority for*  
**BAYADA Home Health Care, Inc.**

*Signing with authority for*  
**Saucon Valley School District**