

Saucon Valley School District
Regular Meeting of the Board of Education
June 13, 2023 – 7 pm
High School Audion



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

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

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

Agenda

5:30 pm – Supplemental Contracts and Support Contract

- 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** – May 23, 2023 – Support Contract
June 13, 2023 - Support Contract and Supplemental Contracts
- VI. **Approval of Minutes** – May 23, 2023
- VII. **Recognition** – None
- VIII. **Presentation** – None
- 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 – \$414,883.48
- B. Cafeteria Expenditures – \$23,681.21
- 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 - \$1,050.00
- E. Middle School Activity Report - None
- F. High School Activity Report – December 2022, January, February & March 2023

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. None

Recommendations for Approval

Second and Final Reading Policies*

- 1. Approve the Second and Final 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

First Reading Policies

- 2. Approve the first reading of the following policies:

- Policy 251 - Students Experiencing Homelessness, Foster Care, and Other Educational Instability
- Policy 251-AR-0 Homeless Students
- Policy 810 - Transportation

IXL Learning Quote

- 3. Approve the quote from IXL Learning in the amount of \$8,249.00 for a pilot intervention program. Pending review and approval of the contract by the District Solicitor.

Awarding of 21st Century Grants

- 4. Approve the following 21st Century grants sponsored by the Saucon Valley Foundation for Educational Innovation:

High School Maker Space - \$2,200.00 to purchase a Dremel DigiLab 3D Printer

High School Robotics Club - \$6,620.60 to reimburse the District for expenses already incurred for the 2022-23 school year.

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

B. Personnel

Items/Projects for Discussion

- A. None

Recommendations for Approval

Retirements

- 1. Approve the retirements of:
 Thomas Reading, head custodian, last day will be July 17, 2023.
 Robert Weikert, custodian, effective September 1, 2023.

Resignation

- 2. Approve the resignation of Courtney Townsend, high school secretary, her last day was June 2, 2023.

Affiliation Agreement – Eastern School of Nursing

- 3. Approve the Cooperative School Nurse Practicum Affiliation Agreement with the Eastern School of Nursing for 2023-2024.

2022-2023 Athletic Coaches

- 4. Approve Brenda Anthony, Asst. Coach - Softball \$2,985

Professional Appointments

- 5. Approve Kaela Bitting as Instrumental Music Teacher at Masters, Step 4 \$66,275 effective upon receipt of employment paperwork.

Marching Band Director

- 6. Approve Kaela Bitting as the 2023 – 2024 Marching Band Director with a stipend of \$7,500.

Administrative Assistant

- 7. Approve Margaret McGeehan as a Full-Time High School, AA4 Administrative Assistant, High School effective July 10, 2023, with an hourly rate of \$19.46 and benefits per the current Compensation and Benefits Plan.

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

C. Facilities

Items/Projects for Discussion

- A. None

Recommendations for Approval

None

Recommendation: No recommendations.

D. Finance

Items/Projects for Discussion

- A. None

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

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.

No Recommendations for Approval

Recommendation: No recommendations 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 ~ June 27, 2023
July 11, 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, May 23, 2023, in the High School Audion. Present were Directors Susan Baxter, John Conte, Cedric Dettmar, Bryan Eichfeld, 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** – 7:04 pm - Susan Baxter, *President, presiding*
 - II. **Pledge of Allegiance**
 - III. **Recording of Attendance** – *Judith Riegel, Secretary*
8-present, 1-absent (Magnotta)
 - IV. **Motion to Approve Agenda** – Director Welch, seconded by Director Conte moved to approve the agenda as amended to add under Finance #4 “pending final review and approval of the District Solicitor”. Vote: 8-present, 1-absent (Magnotta)
 - V. **Announcement of Executive Session** – Support Contract, Personnel, Special Education
 - VI. **Approval of Minutes** – Director Dettmar, seconded by Director Welch moved to approve the minutes of May 9, 2023. Vote: 8-present, 1-absent (Magnotta)
 - VII. **Recognition** – None
 - VIII. **Presentation** – None
 - IX. **Superintendent’s Report** – *Jaime Vlasaty, Superintendent*
- Director Magnotta via online at 7:07 pm
- X. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
 - XI. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$ 583,434.61
 - B. Cafeteria Expenditures – \$ 26,269.98
 - C. Health Benefits – \$ 342,701.05
 - D. Capital Projects – None

1. Approve the above presentation of bills.

Director Dettmar, seconded by Director Welch moved to approve the Presentation of Bills.
Vote: 9-yes, 0-no

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

- A. Cash Investment and Bond Activity
- B. Condensed Board Summary Report
- C. Capital Project Finance Report
- D. Budget Transfers - None
- E. Middle School Activity Report – March & April 2023
- F. High School Activity Report

1. Approve the above Treasurer's Report

Director Dettmar, seconded by Director Eichfeld moved to approve the Treasurer's Report.

Vote: 9-yes, 0-no

XIII. AGENDA ITEMS**A. Education**

1. Approval for Saucon Valley Sideline Varsity Cheerleading Team to attend Chestnut Lake Cheerleading Camp, Beech Lake, PA, from 8/14/23-8/17/23. There is no cost to the District. Transportation will be provided by the parents.

Director Dettmar, seconded by Director Welch moved to approve Education Item #1.

Vote: 9-yes, 0-no

2. Approve the second and final reading of the following policy:
121 - Field Trips

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

Vote: 9-yes, 0-no

3. Approve the first reading of the following:
121AR - Field Trips

Director Welch, seconded by Director Erickson-Parsons moved to approve Education Item #3.

Vote: 9-yes, 0-no

4. Approve a settlement agreement for student #3354981946.

Director Welch, seconded by Director Conte moved to approve Education Item #4.

Vote: 9-yes, 0-no

B. Personnel

1. 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.
Mercede Burger, Teacher, at a rate of \$45/hour, a maximum of 10 hrs
Mike Smith, Paraprofessional – 8:45-11:15, rate of \$20.06/hr, maximum of 37.5 hrs.

Director Dettmar, seconded by Director Erickson-Parsons moved to approve Personnel Item #1.

Vote: 9-yes, 0-no

2. Approve the following sabbaticals:

Carolyn Loverdi for an Educational Sabbatical for the second semester of the 2023-2024 school year.

Jessica Cummings for an Educational Sabbatical for the second semester of the 2023-2024 school year and the first semester of the 2024-2025 school year.

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

Vote: 9-yes, 0-no

3. Approve unpaid time off for Sara Fritz, elementary school teacher, for the afternoon of May 10th, and all-day May 11 and 12, 2023.

Director Dettmar, seconded by Director Conte moved to approve Personnel Item #3.

Vote: 9-yes, 0-no

4. Approve the transfer of Emmanuel Rosa from a Part-Time to a Full Time Bus Driver, effective March 15, 2023, with benefits per the current Support Professionals Contract.

Director Erickson-Parsons, seconded by Director Eichfeld moved to approve Personnel Item #4.

Vote: 9-yes, 0-no

D. Facilities

- A. Facilities Committee Meeting Summary – May 10, 2023
- B. Facilities Update – James Deegan

D. Finance

- A. Finance Committee Meeting Summary – May 17, 2023
- B. Presentation on Fox Rothschild renewal – Mark Fitzgerald

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 intent to adopt the 2023-2024 final budget.

1. Motion to appoint Fox Rothschild LLP as Solicitor for the Saucon Valley School District for the time period of July 1, 2023, through June 30, 2024.

Director Dettmar, seconded by Director Eichfeld moved to approve Finance Item #1.

Vote: 9-yes, 0-no

2. Approve the agreement with Buxmont Academy for 2 Special Education slots for the 2023-2024 school year at \$200.50 per diem.

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

Vote: 9-yes, 0-no

3. Approve the agreement with Lakeside Youth Service for special education placement services for the 2023-2024 school year at \$360.75 per diem.

Director Erickson-Parsons, seconded by Director Dettmar moved to approve Finance Item #3.

Vote: 9-yes, 0-no

4. Approve the quote from Center Stage Lighting & Rigging, Inc. for a theatre lighting system for the High School Auditorium in the amount of \$42,503.00, pending final review and approval of the District Solicitor. This will be coming from the Fund Balance.

Director Conte, seconded by Director Dettmar moved to approve Finance Item #4.

Vote: 9-yes, 0-no

5. Approve the PSBA Membership Dues and Policy Maintenance Program Agreement. The agreement is effective July 1, 2023, through June 30, 2024, for \$15,739.21.
Breakdown of costs: Standard Membership - \$13,149.21, Policy Maintenance - \$1,525, Administrative Regulations - \$1,065.00.

Director Dettmar, seconded by Director Welch moved to approve Finance Item #5.

Vote: 7-yes, 2-no (Eichfeld & Pakzad)

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*

1. Approve the candidates for the Colonial Intermediate Unit Board of School Directors, with a term of July 1, 2023-June 30, 2026, per board ballots.

Director Pakzad, seconded by Director Dettmar moved to approve the Colonial Intermediate Unit Board of Directors Ballots. Vote: 9-yes, 0-no

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 05/23/2023 - 06/14/2023

Payment Numbers: 0000063297 - 0000063409

Payment Categories: Regular Checks, Manual Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063297	05/23/2023	APPLE INC.	TECHNOLOGY REPAIRS		467.95
0000063298	05/23/2023	CONSTELLATION ENERGY GAS SERVICES LLC	NATURAL GAS - PLANT OPERATIONS		3,524.26
0000063299	05/23/2023	ELAN FINANCIAL SERVICES	DUES & FEES		100.00
0000063300	05/23/2023	NJ E-ZPASS	TRAVEL - TRANSPORTATION		80.00
0000063301	05/23/2023	PA TURNPIKE TOLL BY PLATE	TRAVEL - TRANSPORTATION		22.20
0000063302	05/23/2023	PUTT U MINATURE GOLF	STUDENT FEES - LEARN SP 9-12		533.00
0000063303	05/23/2023	SAINTS LOGISTICS INC.	SECURITY SERVICES - DISTRICT		3,753.75
0000063304	05/23/2023	SERVICE ELECTRIC TELEPHONE CO.	TELEPHONE		1,123.38
0000063305	05/23/2023	SHIPPENSBURG UNIVERSITY FOUNDATION	TRAVEL ATHLETICS POD		600.00
0000063306	05/26/2023	KYLE LAUB	OTHER LIABILITIES		500.00
0000063307	05/26/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		9,874.47
0000063308	05/26/2023	PPL ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		18,898.88
0000063309	05/26/2023	SUN LIFE ASSURANCE COMPANY OF CANADA	ASSURANT VOL LIFE INS W/H		863.21
0000063310	05/26/2023	UNITED PARCEL SERVICE	POSTAGE - BUSINESS OFFICE		17.49
0000063311	05/30/2023	THE COLLEGE BOARD	MISCELLANEOUS		20,468.00
0000063312	05/30/2023	WORLD FUEL SERVICES INC	GASOLINE - TRANSPORTATION		5,795.06
0000063313	05/30/2023	WORLD FUEL SERVICES INC	GASOLINE - TRANSPORTATION		2,810.16
0000063314	06/01/2023	AFLAC	DED: AFLA - Full Payroll Pay Date: 5/4/2023	DED: AFLA - Full Payroll Pay Date: 5/18/2023	66.54
0000063315	06/01/2023	KEYSTONE COLLECTIONS GROUP	DED: GARN - Full Payroll Pay Date: 6/1/2023		100.30
0000063316	06/08/2023	PAYLESS CLEANERS	LAUNDRY LINENS DRY CLEAN 9-12		373.75
0000063317	06/09/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		0.00

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

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063318	06/09/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		0.00
0000063319	06/09/2023	PP & L ELECTRIC UTILITIES	ELECTRIC - PLANT OPERATIONS		404.98
0000063320	06/09/2023	UGI SOUTH	NATURAL GAS - PLANT OPERATIONS		91.29
0000063321	06/14/2023	Achievement House Cyber Charter School	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	7,701.21
0000063322	06/14/2023	ACT	MISCELLANEOUS		555.50
0000063323	06/14/2023	AERC RECYCLING SOLUTIONS	REPAIRS & MAINTENANCE		507.43
0000063324	06/14/2023	AGORA CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		3,154.36
0000063325	06/14/2023	AHOLD FINANCIAL SERVICES	Blanket PO For FCS		970.64
0000063326	06/14/2023	ALL PHASE ELECTRIC SUPPLY	SUPPLIES - PLANT OPERATIONS		436.35
0000063327	06/14/2023	AMANDA BETZ	TUITION REIMB REGULAR K-4		1,548.00
0000063328	06/14/2023	AMAZON CAPITAL SERVICES	Supplies for carnival	keyboards	1,073.28
0000063329	06/14/2023	AMERICHEM	SUPPLIES - PLANT OPERATIONS		3,679.57
0000063330	06/14/2023	AMY BRAXMEIER	SOFT & LIC - PRINC OFC K-4		99.00
0000063331	06/14/2023	BANCROFT	SPEC ED NON-PUBLIC TUITION		2,870.00
0000063332	06/14/2023	BAVTS	VO-TECH TUITION 9-12		69,096.00
0000063333	06/14/2023	BAYADA HOME HEALTH CARE	MISCELLANEOUS 5-8		495.00
0000063334	06/14/2023	BOYKO'S PETROLEUM SERVICE INC.	REPAIRS & MAINT EQUIP		722.88
0000063335	06/14/2023	BRIGHTBILL BODY WORKS	Bus Parts		272.55
0000063336	06/14/2023	BSN SPORTS LLC	Floor Mat Cart	Replacement Items/Supplies	7,432.29
0000063337	06/14/2023	CALHOUN ASSOCIATES INC.	Supplies		1,389.41
0000063338	06/14/2023	CARBON-LEHIGH I.U. #21	PROF ED SVC -NON-PUBLIC		2,819.00
0000063339	06/14/2023	CINTAS CORPORATION-#101	Mechanic Uniforms		104.88

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063340	06/14/2023	CINTAS FIRE	REPAIRS & MAINTENANCE		826.10
0000063341	06/14/2023	COLONIAL INTERMEDIATE UNIT #20	PROF ED SVC -NON-PUBLIC	SPECIAL ED IU CONTRACTED SVCS	764.00
0000063342	06/14/2023	Complete Document Solutions, PA, LLC	PRINTING & BINDING 9-12	PRINTING & BINDING	1,504.96
0000063343	06/14/2023	COURTNEY TOWNSEND	PRINC OFC STUDENT SNACKS 9-12		79.41
0000063344	06/14/2023	EAS WATER COFFEE PAPER	MAINT SUPPLIES - HS	SUPPLIES - TRANSPORTATION	448.08
0000063345	06/14/2023	EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		2,784.98
0000063346	06/14/2023	EDLAWINTERACTIVE	Nursing PD Day		900.00
0000063347	06/14/2023	EDUCATIONAL DEVELOPMENT SOFTWARE, LLC	INSTRUC & CURR DEV - SOFTWARE - PCCD - MTHL		2,375.00
0000063348	06/14/2023	EPLUS TECHNOLOGY INC.	Env Center WiFi		3,918.00
0000063349	06/14/2023	ERIC FOCHT	TUITION REIMB REGULAR 9-12		1,677.00
0000063350	06/14/2023	EVERDRIVEN TECHNOLOGIES LLC	Transportation Cont Carriers		2,115.00
0000063351	06/14/2023	EXECUTIVE EDUCATION ACADEMY CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		5,180.96
0000063352	06/14/2023	FOLLETT CONTENT SOLUTIONS LLC	4/24/23 Follett Replacements		37.77
0000063353	06/14/2023	GENERAL HEALTHCARE RESOURCES LLC	SPEC ED - OTHER PROF SERVICE		8,252.78
0000063354	06/14/2023	GOOD SHEPHERD REHABILITATION HOSPITAL	SPEC ED - OTHR PROF SVC - HS - COMP ED		908.00
0000063355	06/14/2023	HERFF JONES LLC.	SUPPLIES - ACTIVITIES 9-12		44.25
0000063356	06/14/2023	HILLENDALE ASSOCIATES, INC.	HEALTH INSURANCE EXPENSE PAYAB		1,260.00
0000063357	06/14/2023	HOME DEPOT CREDIT SERVICES	SUPPLIES IND ARTS 9-12		204.56
0000063358	06/14/2023	INTEGRITEC INC.	Boiler Room Chemical Treatment		465.00

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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063359	06/14/2023	JACKIE STOTZ	TUITION REIMB REGULAR K-4		1,593.00
0000063360	06/14/2023	JOHNSON CONTROLS FIRE PROTECTION LP	REPAIRS & MAINTENANCE		1,230.11
0000063361	06/14/2023	JOHNSTONE SUPPLY	SUPPLIES - PLANT OPERATIONS		519.01
0000063362	06/14/2023	KAREN BLOBE	Transportation Cont Carriers		68.12
0000063363	06/14/2023	KELLEY BROS.	SUPPLIES - PLANT OPERATIONS	Supplies	669.00
0000063364	06/14/2023	KEYSTONE COLLECTIONS GROUP	TAX COLLECTION NORTH COUNTY	POSTAGE	209.68
0000063365	06/14/2023	KEYSTONE FIRE AND SECURITY	REPAIRS & MAINTENANCE		2,208.50
0000063366	06/14/2023	LARRY & ANTHONY FERRARO	SUPPLIES - PRINCIPAL 9-12		31.00
0000063367	06/14/2023	LAURA HOCH	TUITION REIMB REGULAR 5-8		1,677.00
0000063368	06/14/2023	LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL		3,154.36
0000063369	06/14/2023	LISA MICHELLE BASARA	TRANSP - CONTRACT CARRIERS - COMP ED		4,000.00
0000063370	06/14/2023	LOWE AND MOYER GARAGE INC.	SUPPLIES - TRANSPORTATION		4,468.10
0000063371	06/14/2023	LOWE'S	SUPPLIES - PRINCIPAL 5-8		606.70
0000063372	06/14/2023	MACMILLAN OIL CO.OF ALLENTOWN	SUPPLIES - TRANSPORTATION		986.00
0000063373	06/14/2023	MERCEDE BURGER	TUITION REIMB REGULAR 5-8		1,677.00
0000063374	06/14/2023	MICROBAC LABORATORIES INC.	REPAIRS & MAINTENANCE		224.97
0000063375	06/14/2023	MOBILE TECHNOLOGY GRAPHICS	3/21/23 MTG Grad		6,362.50
0000063376	06/14/2023	MUSIC THEATRE INTERNATIONAL	SUPPLIES - ARTS AND THEATRE		150.00
0000063377	06/14/2023	NANCY BOHNHORST	ATHLETICS- TRAVEL HS		115.12
0000063378	06/14/2023	NORTH EAST PARTS GROUP LLC.	SUPPLIES - TRANSPORTATION		257.61
0000063379	06/14/2023	NORTHAMPTON COUNTY AREA COMMUNITY COLLEGE	NCC COMTY COLLEGE PAYMENT		23,166.25

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0000063380	06/14/2023	NORTHEAST JANITORIAL SUPPLY	SUPPLIES - PLANT OPERATIONS		955.73
0000063381	06/14/2023	PACIFIC LIFE	LIFE INSURANCE BUSINESS OFF		1,350.00
0000063382	06/14/2023	PENNSYLVANIA ASSOCIATION OF	DUES & FEES BUS OFFICE		75.00
0000063383	06/14/2023	PENNSYLVANIA LEADERSHIP CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	10,116.79
0000063384	06/14/2023	PENNSYLVANIA VIRTUAL CHARTER	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	21,626.09
0000063385	06/14/2023	PETRUCELLI JENNIE	TRAVEL-CONF/SEMIN BUS OFFICE		22.41
0000063386	06/14/2023	PORTNOFF LAW ASSOCIATES LTD.	TAX COLLECTION NORTH COUNTY	POSTAGE	7,635.71
0000063387	06/14/2023	PTS PROVIDERS, INC.	PLANT OP COMMUNICATIONS - MS	PLANT OP COMMUNICATIONS - HS	297.00
0000063388	06/14/2023	ROBERTO CLEMENTE CHARTER SCHOOL	TUITION - CHARTER SCHOOLS		11,139.90
0000063389	06/14/2023	Roberts Oxygen Co. Inc	SUPPLIES - PLANT OPERATIONS		329.72
0000063390	06/14/2023	RUIZ MANUELA	TUITION REIMB REGULAR 9-12		1,677.00
0000063391	06/14/2023	SALISBURY TOWNSHIP SCHOOL DIST	PROF ED SERV - OTHER ED AGENCY		3,000.84
0000063392	06/14/2023	SAUCON VALLEY SPORTING GOODS	SUPPLIES BASEBALL JV	SUPPLIES REGULAR K-4	1,136.00
0000063393	06/14/2023	SBH AWARDS	Senior Letter Awads		1,640.00
0000063394	06/14/2023	SCHOOL BUS PARTS COMPANY	Bus Parts		194.64
0000063395	06/14/2023	SERVICE TIRE TRUCK CENTERS	ADD FUNDS TO PO 23-560		343.00
0000063396	06/14/2023	SEVEN GENERATIONS CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	SPEC ED TUITION CHARTER SCHOOL	21,626.09
0000063397	06/14/2023	SONOVA USA INC.	Roger Touchscreen Mic		1,677.10
0000063398	06/14/2023	ST. LUKE'S HOSPITAL	D&A SCREENING		1,302.00
0000063399	06/14/2023	STEM LAWN CARE	Lawn Cutting & Bed Maintenance		9,125.00

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PG - PLGIT GENERAL **Payment Dates:** 05/23/2023 - 06/14/2023

Payment Numbers: 0000063297 - 0000063409

Payment Categories: Regular Checks, Manual Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000063400	06/14/2023	STOTZ & FATZINGER OFF.SUPPLY	GENERAL SUPPLIES		3.39
0000063401	06/14/2023	TAMMY HOFMANN	Transportation Cont Carriers		62.88
0000063402	06/14/2023	THE SHERWIN WILLIAMS CO.	SUPPLIES - PLANT OPERATIONS		174.77
0000063403	06/14/2023	THE STEPPING STONES GROUP LLC	SPEC ED SERV OTHER ED AGENCY		5,307.50
0000063404	06/14/2023	TIME 2 TALK THERAPY SERVICES	OTHR PROF - COMP ED - K4 SpEd		1,500.00
0000063405	06/14/2023	TOMLINSON BOMBERGER	LAWN CARE SVCS		2,250.00
0000063406	06/14/2023	TORI HEFFELFINGER	TUITION REIMB REGULAR K-4		1,548.00
0000063407	06/14/2023	TRANE U.S. INC.	REPAIRS & MAINTENANCE		355.04
0000063408	06/14/2023	WEISS-SCHANTZ AGENCY INC.	INSURANCE - PROP/LIAB/AUTO		450.00
0000063409	06/14/2023	XEROX FINANCIAL SERVICES	LEASE PRINCIPAL EXPENDITURES	DUE TO/FROM CAFETERIA FUND	11,316.04
10 - GENERAL FUND					380,753.54
Grand Total All Funds					380,753.54
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					(496.27)
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					381,249.81
Grand Total All Payments					380,753.54

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK Payment Dates: 05/24/2023 - 06/14/2023

Payment Categories: Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
D000000667	06/14/2023	FOX ROTHSCHILD LLP	SOLICITOR RETAINER		33,900.00 <i>D</i>
D000000668	06/14/2023	GLENN R. BROWN	SALARY	MILEAGE	229.48 <i>D</i>
10 - GENERAL FUND					34,129.48
Grand Total All Funds					34,129.48
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					34,129.48
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					0.00
Grand Total All Payments					34,129.48

* - 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: 05/25/2023 - 06/14/2023

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
0000003682	06/14/2023	HERSHEY'S CREAMERY COMPANY	NON-REIMB FOOD COSTS		516.86
0000003683	06/14/2023	MORABITO BAKING CO.	FOOD		734.40
0000003684	06/14/2023	PARKLAND SCHOOL DISTRICT	ADVERTISING		32.89
0000003685	06/14/2023	Patricia Bishop	CAFETERIA TRAVEL		53.19
0000003686	06/14/2023	PENN JERSEY PAPER CO. LLC	SUPPLIES		1,554.29
0000003687	06/14/2023	POCONO MOUNTAIN DAIRIES	MILK	FOOD	3,852.14
0000003688	06/14/2023	SINGER EQUIPMENT COMPANY	FOOD	SUPPLIES	1,618.07
0000003689	06/14/2023	SYSCO OF CENTRAL PA	FOOD		15,319.37
50 - CAFETERIA					23,681.21
Grand Total All Funds					23,681.21
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					23,681.21
Grand Total All Payments					23,681.21

* - 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: June 13, 2023

		TRANSFER AMOUNT				
		IN	OUT	ACCOUNT TITLE	REASON FOR TRANSFER	
1	TO	10-2380-442-000-10-000-000-000-0000	150.00		RENTAL - PRINCIPAL K-4	BALANCE ACCOUNT
	FROM		150.00	SUPPLIES - PRINCIPAL K-4	TRANSFER OF FUNDS	
2	TO	10-2834-360-000-30-000-000-000-0000	900.00		STF DVL - PRF ED EMP TRN - HS	BALANCE ACCOUNT
	FROM		900.00	SUPPLIES - NURSE 9-12	TRANSFER OF FUNDS	

Total Transfer: \$ 1,050.00

**SAUCON VALLEY HIGH SCHOOL
FINANCIAL REPORTS
DECEMBER 31, 2022
CLUB ACCOUNT FUND**

BEGINNING BALANCE	\$	53,301.99
INCOME		5,372.80
EXPENSES		725.27
ENDING BALANCE	\$	57,949.52

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	431.53
BAND	2,087.01
CALCULUS CLUB	72.89
CHORUS	724.84
CLASS OF 2017	-
CLASS OF 2022	583.27
CLASS OF 2023	9.98
CLASS OF 2024	2,206.35
CLASS OF 2025	1,923.61
CLASS OF 2026	-
COMPETITION CHEERLEADING	1,150.40
DANCE TEAM	2,218.17
DRAMA CLUB	1,973.68
ENVIRONMENTAL CLUB	201.36
FBLA	6,931.23
FOREIGN LANGUAGE	1,337.20
GLOBAL SCHOLARS	26.38
GSA	47.83
NAT'L HONOR SOCIETY	4,294.56
LEO CLUB	685.15
MINI-THON	5,546.02
MODEL UN	320.76
NEWSPAPER	158.28
PAINTBALL	50.40
PHOTOGRAPHY CLUB	536.21
READING TEAM	5.83
ROBOTICS CLUB	12,182.67
RUGBY CLUB	687.63
SADD	136.09
SGA - STUDENT STORE	6,214.63
SKI CLUB	1,129.54
SMASH-VIDEO CLUB	24.01
SPIRIT COUNCIL	112.71
STEM	583.95
UNICEF	428.54
YEARBOOK	2,926.81
INTEREST	-
TOTALS	\$ 57,949.52

Walter Pawlowski
Principal

**SAUCON VALLEY HIGH SCHOOL
FINANCIAL REPORTS
JANUARY 31, 2023
CLUB ACCOUNT FUND**

BEGINNING BALANCE	\$	57,949.52
INCOME		9,162.32
EXPENSES		6,807.37
ENDING BALANCE	\$	60,304.47

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	431.53
BAND	1,912.01
CALCULUS CLUB	72.89
CHORUS	724.84
CLASS OF 2017	-
CLASS OF 2022	583.27
CLASS OF 2023	1,509.98
CLASS OF 2024	2,206.35
CLASS OF 2025	1,923.61
CLASS OF 2026	680.25
COMPETITION CHEERLEADING	3,540.52
DANCE TEAM	2,218.17
DRAMA CLUB	1,973.68
ENVIRONMENTAL CLUB	201.36
FBLA	6,931.23
FOREIGN LANGUAGE	1,337.20
GLOBAL SCHOLARS	26.38
GSA	47.83
NAT'L HONOR SOCIETY	4,294.56
LEO CLUB	685.15
MINI-THON	5,930.16
MODEL UN	320.76
NEWSPAPER	158.28
PAINTBALL	50.40
PHOTOGRAPHY CLUB	536.21
READING TEAM	5.83
ROBOTICS CLUB	11,364.28
RUGBY CLUB	687.63
SADD	136.09
SGA - STUDENT STORE	4,465.83
SKI CLUB	1,129.54
SMASH-VIDEO CLUB	24.01
SPIRIT COUNCIL	97.71
STEM	583.95
UNICEF	428.54
YEARBOOK	3,076.81
INTEREST	7.63
TOTALS	\$ 60,304.47

Walter Pawlowski
Principal

**SAUCON VALLEY HIGH SCHOOL
FINANCIAL REPORTS
FEBRUARY 28, 2023
CLUB ACCOUNT FUND**

BEGINNING BALANCE	\$	60,304.47
INCOME		10,319.37
EXPENSES		1,050.58
ENDING BALANCE	\$	69,573.26

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	390.71
BAND	1,912.01
CALCULUS CLUB	114.89
CHORUS	724.84
CLASS OF 2017	-
CLASS OF 2022	583.27
CLASS OF 2023	1,859.98
CLASS OF 2024	2,206.35
CLASS OF 2025	1,923.61
CLASS OF 2026	680.25
COMPETITION CHEERLEADING	5,599.31
DANCE TEAM	2,218.17
DRAMA CLUB	1,973.68
ENVIRONMENTAL CLUB	201.36
FBLA	6,931.23
FOREIGN LANGUAGE	1,337.20
GLOBAL SCHOLARS	26.38
GSA	47.83
NAT'L HONOR SOCIETY	4,294.56
LEO CLUB	685.15
MINI-THON	11,949.16
MODEL UN	320.76
NEWSPAPER	158.28
PAINTBALL	50.40
PHOTOGRAPHY CLUB	536.21
READING TEAM	5.83
ROBOTICS CLUB	11,364.28
RUGBY CLUB	687.63
SADD	136.09
SGA - STUDENT STORE	5,220.57
SKI CLUB	1,129.54
SMASH-VIDEO CLUB	24.01
SPIRIT COUNCIL	97.71
STEM	583.95
UNICEF	428.54
YEARBOOK	3,136.81
INTEREST	32.71
TOTALS	\$ 69,573.26

Walter Pawlowski
Principal

**SAUCON VALLEY HIGH SCHOOL
FINANCIAL REPORTS
MARCH 31, 2023
CLUB ACCOUNT FUND**

BEGINNING BALANCE	\$	69,573.26
INCOME		9,323.87
EXPENSES		13,251.38
ENDING BALANCE	\$	65,645.75

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	390.71
BAND	1,912.01
CALCULUS CLUB	114.89
CHORUS	724.84
CLASS OF 2017	-
CLASS OF 2022	583.27
CLASS OF 2023	4,391.08
CLASS OF 2024	1,839.97
CLASS OF 2025	2,897.11
CLASS OF 2026	680.25
COMPETITION CHEERLEADING	485.21
DANCE TEAM	2,218.17
DRAMA CLUB	1,741.70
ENVIRONMENTAL CLUB	65.36
FBLA	6,931.23
FOREIGN LANGUAGE	1,337.20
GLOBAL SCHOLARS	173.98
GSA	47.83
NAT'L HONOR SOCIETY	4,294.56
LEO CLUB	685.15
MINI-THON	10,078.16
MODEL UN	320.76
NEWSPAPER	158.28
PAINTBALL	50.40
PHOTOGRAPHY CLUB	536.21
READING TEAM	5.83
ROBOTICS CLUB	11,364.28
RUGBY CLUB	687.63
SADD	136.09
SGA - STUDENT STORE	5,241.18
SKI CLUB	1,129.54
SMASH-VIDEO CLUB	24.01
SPIRIT COUNCIL	97.71
STEM	583.95
UNICEF	428.54
YEARBOOK	3,216.81
INTEREST	71.85
TOTALS	\$ 65,645.75

Walter Pawlowski
Principal

Saucon Valley School District

Policy

Title – 200 Enrollment of Students

Section – Pupils

Adopted –

Revised –

Content

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.[\[3\]](#)

Enrollment requirements and administrative regulations shall apply to nonresident students approved to attend district schools, in accordance with Board policy, ~~by the Superintendent.~~[\[14\]](#)

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.[\[4\]](#)

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

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Saucon Valley School District

Policy

Title – 200 – AR-3 Student Classifications for Enrollment

Section – Pupils

Adopted –

Revised –

Content

200-AR-3. STUDENT CLASSIFICATIONS FOR ENROLLMENT

Resident Students/Court Order/Custody Agreement

A school age student is entitled to be enrolled in the schools of the district **in accordance with applicable Board policies. (Policy 200, 202, 251)**

When parents reside in different school districts due to separation, divorce or other reasons, the student can be enrolled in the district of the parent with whom the student lives for the majority of time, unless a court order or court-approved custody agreement specifies otherwise.

If parents share joint custody and the student's time is evenly divided between the parents, the parents can choose which of the two (2) school districts the student will attend for the school year.

If a parent enrolling a student is relying on a court order or custody agreement as the basis for enrollment, school staff will require the parent to provide a copy of the order or agreement.

The district's point of contact will facilitate the process to remove barriers to immediate enrollment for students experiencing homelessness, foster care or educational instability.

Students Living With Resident Adult Other Than Parent

When a student lives with a district resident who is supporting the student without personal compensation (gratis), the student can enroll in a district school if the resident makes application and provides the required documentation.

In addition to the required documents, school staff will require the resident to provide only one (1) of the following:

1. Legal documentation to show dependency or guardianship.
2. Sworn and notarized statement indicating that the signer is a district resident and is supporting the student without receiving personal compensation, the student is living with **the resident** continuously and not just for the school year, and the resident accepts all personal obligations relative to school requirements.

School staff can require the resident to provide additional information before enrolling the student in district schools. Required documents may include:

1. Copy of completed county form or court order transferring child support payments to resident, if applicable.
2. Copy of completed state form notifying Department of **Human Services** of child's new residence, if applicable.
3. Copy of lease/rental agreement identifying the student as a tenant, if applicable.
4. Documents to verify residency, as required for all students enrolling in district schools.

A resident's receipt of payments, such as Supplemental Security Income (SSI), Transitional Assistance for Needy Families (TANF), pre-adoptive support, child support, maintenance on public or private health insurance, support from the military or military personnel or other payments for or on account of the student will not be considered personal compensation or gain.

School staff will not require the natural parent(s) or former guardian(s) to provide information.

Student/Families With Limited English Proficiency

The district will provide translation and interpretation services to the extent needed to help a family with limited English proficiency understand the enrollment process.

School staff will promptly enroll the student, upon submission of required documents.

If the student is experiencing homelessness or another form of educational instability, the district's point of contact will facilitate the process to ensure immediate enrollment.

School staff will not request social security numbers or immigration status information.

Students in Foster Care

Nonresident students placed in foster care are entitled to the same educational privileges as students residing in the district. Nonresident students **with disabilities** placed in foster care are entitled to receive an appropriate program of special education.

In addition to the **enrollment** documents, school staff will request a letter from the appropriate agency verifying that the student is residing with a foster parent or is in a pre-adoptive or adoptive home.

Students in foster care will be enrolled in accordance with applicable Board policy. (Policy 200, 202, 251)

It will be presumed that the student will continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.

The district's point of contact will facilitate the process to remove barriers to immediate enrollment.

Pre-Adoptive/Adoptive Students

A student living with pre-adoptive parents who receive adoption assistance subsidies or payments is entitled to attend school in the district in which the pre-adoptive parents reside.

A student living with adoptive parents is entitled to attend school in the district in which the adoptive parents reside.

School staff will enroll a student living with adoptive parents or pre-adoptive parents in accordance with applicable Board policy. (Policy 200, 202, 251)

The district's point of contact will facilitate the process to remove barriers to immediate enrollment.

Students Living in Institutions

If the school district hosts a children's detention home, drug and alcohol treatment center or similar facility, the district is required to provide an education, and special education when **applicable**, to nonresident students placed in the institution.

The district's point of contact will facilitate the process to remove barriers to immediate enrollment.

Emancipated Minors

An emancipated minor is a student under the age of twenty-one (21) years who has established a residence apart from **their** parents/guardians or is living with a spouse.

The school district in which the student is living is the resident district, and the student can enroll without any assistance from an adult, upon submission of **enrollment** documents.

Homeless Students

Homeless children and youths meansmean individuals who lack a fixed, regular and adequate nighttime residence, and includes:

1. **Children and youths who are:**
 - a. **Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;**
 - b. **Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;**
 - c. **Living in emergency, transitional or domestic violence shelters; or**
 - d. **Abandoned in hospitals;**
2. **Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;**
3. **Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;**
4. **Migratory children who qualify as homeless because they are living in circumstances described above; and**
5. **School-aged parents living in houses for school-aged parents if they have no other available living accommodations**

Homeless students include unaccompanied homeless youth and those **awaiting** foster care placement.

School staff will immediately enroll a homeless student, and the **and the student or family are** not required to prove residency.

School staff will immediately enroll an unaccompanied homeless student without documents and without the help of an adult. **Unaccompanied homeless youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.**

A youth awaiting foster care placement includes those placed in emergency, interim or respite foster care; kinship care; evaluation or diagnostic centers or placements for the sole purpose of evaluation. When necessary, district staff will consult with the county children and youth **agency** to determine if the student meets the definition of awaiting foster care placement, **including, on a case-by-case basis, whether a student who does not clearly fall into one of these categories is nevertheless a student “awaiting foster care placement”**.

The district’s point of contact will facilitate the process to remove barriers to immediate enrollment of homeless students.

Children of Military Personnel

When a student is a child of a Pennsylvania resident who is deployed by the military and the student is living for that time with relatives or family friends residing in the district, the student is entitled to attend district schools, upon submission of **enrollment** documents.

School staff will presume the district resident is supporting the student gratis, without personal compensation or gain.

Students Returning From Delinquency Placements

When a student returns to the district from a delinquency placement, school staff cannot automatically place the student in an alternative education program **for disruptive youth** just because **the student** had been adjudicated delinquent.

A student returning from a delinquency placement is entitled to an informal hearing prior to being placed in an alternative education program **for disruptive youth**. The purpose of the hearing is to determine if the student is currently fit to return to the regular classroom or if **the student** meets the definition of a disruptive student. Factors the district will consider include:

1. If the incident causing the adjudication occurred at school or a school-sponsored event.
2. Student’s behavior in the placement.
3. Recommendations of teachers and adults, such as the juvenile probation officers, who have worked with the student.

The district’s point of contact will facilitate the process to remove barriers to immediate enrollment of such students.

Address Confidentiality Program (ACP)

A family can enroll a student using an Address Confidentiality Program (ACP) that lists a post office box as their address.

School staff will accept this post office box as the legal address and will not require additional information about the residence.

School records from the former school will be forwarded through the Address Confidentiality Program (ACP).

The ACP can be contacted at 1-800-563-6399 regarding questions about the family's eligibility for enrollment.

Enrollment Complaints

If a dispute involving enrollment arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy. (Policy 906)

Disputes regarding enrollment of homeless students or unaccompanied youth, or students in foster care, will be addressed in accordance with applicable law and Board policy and administrative regulations. (Policy 251)

Complaints to the PA Department of Education (PDE) –

When a dispute arises regarding enrollment of a student, the person attempting to enroll the child or the school district may bring the dispute to the attention of PDE's School

Services Office. A complaint may be filed by mail, email or by phone with written follow up. After receipt of a complaint, a PDE representative will contact the school district, family or other involved parties to determine the facts, whether the child is entitled to enrollment in the district and to try to resolve the problem. These contacts, whenever possible, will occur within five (5) school days of receipt of the complaint. If the complaint is not amicably resolved, a written determination will be made and sent to the school district and the individual who filed the complaint.

If the school district does not enroll the student within five (5) school days after receiving the written determination, PDE will issue a letter to the school district requesting its position on the situation. The school district will have five (5) school days to respond to the request. If the school district refuses to enroll the student or does not respond, the matter will be forwarded to PDE's Office of Chief Counsel (OCC). The OCC and the Deputy Secretary for Elementary/Secondary Education will determine if the school district's response is valid to deny enrollment. If not, the Deputy Secretary will determine what additional measures may be necessary to ~~assure~~ensure enrollment.

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Saucon Valley School District

Policy

Title – 203 Immunizations and Communicable Diseases

Section – Pupils

Adopted –

Revised –

Content

~~Book School District for PNN~~

-

~~Section 200 Pupils~~

-

~~Title Immunizations and Communicable Diseases~~

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~~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[\[JH1\]](#) ~~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[\[JH2\]](#), ~~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 (5th) 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 ~~of~~ 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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Saucon Valley School District

Policy

Title – 204 Attendance

Section – Pupils

Adopted –

Revised –

Content

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. [\[2\]](#)

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. [\[2\]\[5\]\[14\]\[15\]\[16\]\[17\]\[18\]\[19\]\[20\]](#)

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. [\[3\]\[4\]\[21\]](#)
2. Students enrolled in nonpublic or private schools in which the subjects and activities prescribed by law are taught. [\[2\]\[22\]](#)
3. Students attending college who are also enrolled part-time in district schools. [\[23\]](#)
4. Students attending a home education program or private tutoring in accordance with law. [\[2\]\[18\]\[24\]\[25\]\[26\]\[27\]](#)

5. Students at least fifteen (15) ~~or sixteen (16)~~ years of age whose enrollment in private trade or business schools has been approved in accordance with law.[\[2\]](#)
6. Students at least 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.[\[4\]](#)
7. Students at least 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.**[\[4\]](#)[\[15\]](#)

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.

~~e. ()~~ 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.~~

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

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

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Saucon Valley Sc

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

Saucon Valley School District

Policy

Title – 204-AR-0 Compulsory Attendance/Unexcused Absences

Section – Pupils

Adopted –

Revised –

Content

~~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. [JH1]~~

~~{ } 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.

Policy

Title – 217 Graduation

Section – Pupils

Adopted –

Revised –

Content

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

~~{}~~, 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.[\[1\]](#)[\[2\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)[\[18\]](#)[\[19\]](#)

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. [\[2\]](#)[\[5\]](#)
2. Counseling of students regarding expectations of graduation requirements. [\[2\]](#)[\[3\]](#)[\[4\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[16\]](#)
3. Assessment of individual student attainment of academic standards to ensure the student's progress toward achievement of graduation requirements. [\[2\]](#)[\[3\]](#)[\[4\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)[\[16\]](#)
4. Accurate recording and reporting of each student's progress and accumulation of graduation requirements. [\[10\]](#)[\[23\]](#)
5. Provision of assistance to those students having difficulty attaining the academic standards. [\[1\]](#)[\[2\]](#)
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. [\[1\]](#)

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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Saucon Valley School District

Title – 217 AR-5 Pathways to Graduation

Section – Pupils

Adopted –

Revised –

Content

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>

Saucon Valley School District

Policy

Title – 221 Dressing and Grooming

Section – Pupils

Adopted –

Revised –

Content

~~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 ~~affect the~~ **constitute a health ~~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

Title – 304.2 Supplemental Position

Section – 300

Adopted –

Revised –

Content

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 for athletic injuries.
4. Knowledge and understanding of the scientific principles related to training, conditioning for sports, and prevention of athletic injuries.

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

Title – 304.2 AR Supplemental Position Employment

Section – 300 Administrative Employees

Adopted –

Revised –

Content

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~~ 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~~ 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 for athletic injuries ~~and prevention of athletic injuries~~.
- o Knowledge and understanding of the scientific principles related to training, ~~and~~ conditioning for sports, ~~and prevention of athletic injuries~~.

The Superintendent or designee recommends a candidate to the Board. All ~~appointments~~ 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~~ the athletic director. All other athletic coaches shall be evaluated by the head varsity ~~coach~~ 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~~ 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. T~~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~~ 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.

Saucon Valley School District

Policy

Title – 251 Students Experiencing Homelessness, Foster Care, and Other Educational Instability

Section – 200 Pupils

Adopted – October 11, 2022

Revised –

Content

Book

School District for PNN+

-

Section

200 Pupils

-

Title

Students Experiencing Homelessness, Foster Care and Other Educational Instability

-

Code

251 Vol IV 2022

-

Status

Active

Purpose

The Board recognizes the ~~need to promptly identify homeless children and youths within the district~~ challenges encountered by students experiencing homelessness, foster care and other educational instability. The Board is committed to facilitating the ~~their~~ immediate enrollment; ~~and eliminate~~ eliminating barriers to ~~their~~ the attendance ~~and~~, education and graduation; and providing additional supports in compliance with federal and state laws ~~and~~, regulations and Board policy, for such students. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)

Authority

The Board directs the district to collaborate with school staff, other school districts, local agencies and other entities in supporting the needs of students experiencing educational instability.

The Board shall ensure that homeless children and youths students experiencing **educational instability** have equal access to the same educational programs, **activities** and services provided to other district students.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

The Board authorizes the Superintendent to waive district **specific requirements in Board** policies, procedures and administrative regulations **to the extent** that **they** create barriers to the identification for the enrollment and attendance, transportation, school stability, and success in school of homeless children, and youth of **students experiencing educational instability**. Such waivers include, but are not limited to, requirements regarding:[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

1. **Dress code.**[\[9\]](#)
2. **Transportation.**[\[10\]](#)
3. **School-sponsored or extracurricular activities for which students meet placement and qualification requirements, including, but not limited to, clubs, athletics, performing arts, class trips, social events, career and technical education, internships and specialized classes.**[\[11\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)[\[17\]](#)
4. **Fees related to school-sponsored or extracurricular activity participation fees, and other fees including, but not limited to, school identification (badges, cards, etc.), uniforms, materials, lost or damaged items, athletic physical exams, parking or driving, food services, library, locker or padlock rental or replacement, summer school or credit recovery, technology and graduation regalia.**[\[9\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[18\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)
5. **Graduation.**[\[19\]](#)
6. **Registration deadlines.**

It is the policy of the Board that no student shall be discriminated against, segregated or stigmatized based on his/her homeless their status as a student experiencing **educational instability**.

Definitions

Student Experiencing Educational Instability means a student who has experienced one (1) or more changes in school enrollment during a single school year due to any of the following:[\[4\]](#)

1. Homelessness.[\[1\]\[3\]\[7\]](#)
2. An adjudication of:[\[23\]\[24\]](#)
 - a. Dependency relating to child protective services and juvenile matters;
 - b. Delinquency, if disclosed by the student's parent/guardian; or
 - c. As part of court-ordered services under a voluntary placement or custody agreement.

A student experiencing foster care may also qualify as a student experiencing educational instability as defined above, if such circumstances apply.[\[25\]](#)

Enroll or Enrollment means attending classes and participating fully in school activities.[\[26\]](#)

Additional costs means the difference between what the district spends to transport a resident student to the student's assigned school and the cost to transport a child in foster care to the child's school of origin.

Foster care means twenty-four (24) hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption or whether there is federal matching of any payments that are made.[\[25\]](#)

Homeless children and youths means individuals who lack a fixed, regular and adequate nighttime residence, and includes:[\[26\]](#)

1. Children and youths who are:

- a. Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
 - b. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
 - c. Living in emergency, transitional or domestic violence shelters; or
 - d. Abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
 3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings;
 4. Migratory children who qualify as homeless because they are living in circumstances described above; and
 5. School-aged parents living in houses for school-aged parents if they have no other available living accommodations.

School of origin is the school in which the student experiencing educational instability was last enrolled.

- **The school of origin for a *homeless child or youth* ~~is~~ the last school in which the homeless child or youth attended was enrolled** when permanently housed or the school in which the ~~homeless~~ child or youth was last enrolled, including preschool.[\[27\]](#)
- **The school of origin for a *child in foster care* - the school in which a child is enrolled at the time of placement in foster care. If a child's foster care placement changes, the school of origin is the school the child is attending immediately prior to each change in placement.**[\[8\]](#)
- When the **homeless** child or youth, **or child in foster care**, completes the final grade level served by the school of origin, the school of origin shall include **become** the designated receiving school at the next grade level for all feeder schools.

Unaccompanied youth means a homeless child or youth not in the physical custody of a parent or guardian. This includes youth who have run away from home; been

abandoned or forced out of home by a parent, guardian or other caretaker; or separated from a parent or guardian for any other reason.[\[26\]](#)

Delegation of Responsibility

The Board designates the

Superintendent [or designee](#)

Assistant Superintendent

Federal Programs Coordinator

Home and School Visitor

~~Director of Student Services~~

~~Homeless Child or Youth Liaison~~

(Other) _____

to serve as the district's [liaison for homeless children and youths](#) point of contact for students experiencing educational instability.[\[4\]\[5\]\[27\]](#)

The name and contact information of the district's point of contact shall be included in the student's education records and provided to the student's education decision maker.[\[4\]](#)

The district's [liaison](#) point of contact shall ensure outreach and coordination with the following, as appropriate to each individual student's needs:[\[4\]\[5\]\[27\]](#)

1. Local children and youth agency to [Local service agencies and other entities that provide services to homeless children and youths and families.](#):
 - a. Establish formal mechanisms to ensure that the district is promptly notified when a child enters foster care or changes foster care placements;
 - b. Develop a protocol on how to make best interest determinations; and
 - c. Develop and coordinate transportation procedures.

2. **Other local service agencies and entities that provide services to students experiencing educational instability.**
3. Other school districts on issues of prompt identification, transfer of records, transportation and other inter-district activities.
4. District staff responsible for the provision of services under Section 504 of the Rehabilitation Act and the Individuals with Disabilities Education Act.[11][28]
5. State and local housing agencies responsible for comprehensive housing affordability strategies.

The district's point of contact, in consultation with the school counselor, school social worker, home and school visitor or school psychologist and the student's Individualized Education Program (IEP) team or Section 504 Team, shall:[\[4\]](#)

1. **Facilitate the student's expedited consultation with the school counselor or other mental health professionals, as appropriate.**
2. **Facilitate the prompt placement of the student in appropriate courses.**
3. **Connect the student with educational services that meet the student's specific needs.**
4. **Immediately request the prior school entity, county agency and the student's education decision maker to provide the complete student information and records, including an IEP or Section 504 service agreement, if applicable. Within ten (10) business days, the prior school entity located within Pennsylvania, including schools with residential placements, shall provide the requested information and records to ensure proper transfer of course credits, grades and an IEP or Section 504 service agreement, if applicable.**
5. **Develop and execute a graduation plan in collaboration with the student in grades nine (9) through twelve (12). The graduation plan shall be customized to meet the specific needs of the student and shall detail the courses necessary for on-time graduation and transition to postsecondary education or the workforce. The graduation plan shall be included in the student's education records.**

Additional Responsibilities to Support Homeless Students -

The district's liaison **point of contact** shall ensure that public notice of the educational rights of homeless children and youths is disseminated in locations frequented by parents/guardians of homeless children and youths, and unaccompanied youths, including schools, shelters, public libraries and soup kitchens. Such notice shall be provided in a manner and form understandable to the parents/guardians of homeless children and youths, and unaccompanied youths.[\[27\]](#)

The district's liaison **point of contact** shall provide reliable, valid and comprehensive data to the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness (ECYEH) Program in accordance with federal and state laws and regulations.[\[27\]](#)

Training

The district's point of contact shall provide professional development and training to school staff on the education needs of students experiencing educational instability.

Additional Training to Support Homeless Students -

The district's liaison **point of contact** shall participate in professional development programs and other technical assistance activities offered by the Coordinator of Pennsylvania's Education for Children and Youth Experiencing Homelessness Program.[\[27\]](#)

The district's liaison **point of contact** shall arrange professional development programs for school staff, including office staff.[\[27\]](#)

School personnel providing services to homeless children and youths, including school enrollment staff, shall receive professional development and support to:[\[27\]](#)

1. Improve identification of homeless children and youths and unaccompanied youths;
2. Understand the rights of such children, including requirements for immediate enrollment and transportation; and
3. Heighten the awareness of, and capacity to respond to, the educational needs of such children.

Guidelines

Students enrolled in this district experiencing educational instability shall be provided support and services, as appropriate to each individual student's needs, in accordance with Board policy.[4]

Minimal documentation shall be required for a student experiencing educational instability to qualify for supports and services. Information used to determine that a student is experiencing educational instability may be confirmed verbally, in writing or by another manner by shelter providers, outreach workers, case managers, juvenile probation officers and others.

Parents/Guardians and students have the authority to determine what information shall be shared with the district.

Information related to the student's educational instability status shall be confidential and disclosed by the point of contact or other administrators only to other school staff who have a legitimate need to know unless authorized by the student or parent/guardian.[29][30]

Enrollment

Except when an unaccompanied youth or the parents/guardians of a homeless youth request otherwise, it shall be presumed that a student experiencing educational instability shall continue to be enrolled in their school of origin unless it is determined that it is not in the student's best interest to remain in the school of origin.[5][27]

In accordance with the **homeless** child's or youth's best interest, the district shall continue to enroll a homeless student in his/her the student's school of origin while s/he within the district while the student remains homeless and through the end of the academic year in which s/he the student obtains permanent housing.[27]

An unaccompanied youth or the parents/guardians of a homeless student may request enrollment in any grade-appropriate school within the district regardless of the district attendance area where the student is actually living or a school of origin in another district.[27]

The district's liaison **point of contact** shall assist an unaccompanied youth in placement or enrollment decisions, giving priority to the views of the student in determining where s/he the student will be enrolled.[27]

Best Interest Determination -

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

In ~~determining~~ making a ~~the~~ best interest ~~of a child or youth~~ determination, the district shall:^[5]^[27]

1. In the case of a homeless child or unaccompanied youth, give priority to the request of the parent/guardian or unaccompanied youth. ~~Presume that keeping the child or youth in the school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the parent/guardian or unaccompanied youth.~~^[6]
2. Consider student-centered factors related to impact of mobility on achievement, education, **appropriateness of the current educational setting**, health and safety, ~~giving priority to the request of the parent/guardian or unaccompanied youth.~~^[6] and **proximity to living arrangements including foster care placement.**

The cost of transportation shall not be used as a factor in the best interest determination.

Documentation related to the best interest determination shall be maintained in the student's education record.^[29]^[30]

Timeliness of Enrollment -

When a school receives a student experiencing educational instability, ~~the~~ ~~selected~~ school shall immediately enroll the student and begin instruction, even if:^[4]^[5]^[7]^[29]^[30]^[31]^[32]^[33]^[34]^[35]

1. The student is unable to produce records normally required for enrollment.^[27]^[31]
2. The application or enrollment deadline has passed ~~during any period of homelessness.~~^[27]^[31]^[32]

The district's ~~liaison~~ **point of contact** shall immediately contact the school last attended by the ~~child or youth~~ **student** to obtain relevant academic or other records.^[27]

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

Grade Level Assignment -

If the district is unable to determine the student's grade level due to missing or incomplete records, the district ~~shall~~ **may** administer tests or utilize appropriate means to determine the student's assignment within the school.[36]

Dispute Resolution

If a dispute involving a student experiencing educational instability arises, the concern shall be addressed and/or resolved at the lowest appropriate level in accordance with Board policy, unless otherwise stated below.[37]

Dispute Resolution for Homeless Students -

If the district determines that it is not in the student's best interest to attend the school of origin or the school requested by the unaccompanied youth or parent/guardian, the district shall provide the unaccompanied youth or parent/guardian with a written explanation of the reasons for its determination. The explanation shall be in a manner and form understandable to the unaccompanied youth or parent/guardian and shall include information regarding the right to appeal.[27]

If a dispute arises over eligibility, enrollment or school selection:[27]

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

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

Dispute Resolution for Students in Foster Care -

If a dispute arises over the appropriate school placement for a child in foster care, to the extent feasible and appropriate, the child shall remain in their school of origin, pending resolution of the dispute.[2][38]

{ } Students Discharged From Foster Care

A student who has been discharged from foster care may be permitted to finish the

school year

semester

in this district, if appropriate,

with payment of tuition.

without payment of tuition.[DB1]

Education Records

Information about a ~~ahomless child's or youth's living situation~~ student's **educational instability** shall be treated as a student education record subject to the protections of the Family Educational Rights and Privacy Act (FERPA), and shall not be deemed to be directory information.[29][30][39]

The district may disclose personally identifiable information from the education records of a student without written consent of the parent/guardian or the eligible student if the disclosure is:[29][30][39]

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

Comparable Services

Homeless ~~S~~students **experiencing educational instability** shall be provided services comparable to those offered to other district students including, but not limited to: [\[3\]](#)[\[27\]](#)[\[40\]](#)

1. Transportation services.[\[10\]](#)
2. School nutrition programs.[\[21\]](#)
3. Career and technical education.[\[12\]](#)
4. Educational programs for which the student meets the eligibility criteria, such as:
 - a. Services provided under Title I or similar state or local programs.[\[41\]](#)
 - b. Programs for English **Learners**.[\[42\]](#)
 - c. Programs for students with disabilities.[\[11\]](#)
 - d. Programs for gifted and talented students.[\[16\]](#)
5. ~~{ }~~ Preschool programs.

Transportation for Homeless Students -

The district shall provide transportation for homeless students to their school of origin or the school they choose to attend within the district.[\[3\]](#)[\[10\]](#)[\[27\]](#)

If the school of origin is outside district boundaries or homeless students live in another district but will attend their school of origin in this district, the school districts shall agree upon a method to apportion the responsibility and costs of the transportation.[\[27\]](#)

Transportation for Students in Foster Care –

The district shall ensure that children in foster care needing transportation to their school of origin promptly receive transportation in a cost-effective manner.[\[6\]](#)[\[10\]](#)

To ensure that transportation for children in foster care to their school of origin is provided, arranged, and funded, the district shall collaborate with the local children and youth agency to develop a local transportation plan.[\[6\]](#)

The transportation plan shall address the following:[\[6\]](#)

1. The procedure the district and local children and youth agency will follow to provide transportation for children in foster care in a cost-effective manner and in accordance with applicable law.[\[8\]](#)
2. How transportation costs will be covered if additional costs are incurred. Options include:
 - a. The local children and youth agency agrees to reimburse the district;
 - b. The district agrees to pay for the cost;[\[6\]](#)
 - c. The district and the local children and youth agency agree to share the costs; or
 - d. The district of origin, the district of foster residence, and the placing children and youth agency agree to share the costs.
3. Dispute resolution procedures to ensure that any disagreements regarding the cost of transportation are resolved promptly and fairly, and do not impact a student's ability to remain in the school of origin during the dispute resolution process.

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

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

Course Credit and Graduation

The district shall ensure that each student experiencing educational instability in grades nine (9) through twelve (12) is provided with a graduation plan to facilitate the student's timely graduation. The graduation plan shall specify the courses and other requirements necessary for the student to graduate. The district's efforts to ensure that the student experiencing educational instability graduates in a timely manner may include:[\[4\]](#)[\[5\]](#)[\[6\]](#)

1. Waiving a specific course required for graduation if similar coursework has been satisfactorily completed in another school entity or the student has demonstrated competency in that content area. Evidence as to whether coursework has been satisfactorily completed and the amount of full or

partial credit assigned, may be determined through any of the following:[\[4\]\[19\]](#)

- a. Competency demonstration, which could include, but is not limited to:
 - i. Submission of an essay, presentation or project.
 - ii. Recognition that the student has already successfully completed a higher-level course, an experiential learning opportunity or internship that demonstrates competence in the content area.
 - b. Performance on an examination.
 - c. Successful completion of a career and technical education course.
 - d. Other evidence or method determined appropriate by the district.
2. If a specific course requirement cannot be waived, the district shall provide an alternative or modified course of study that is currently offered to students and that will assist the student with acquiring the required work or competency requirements by the anticipated graduation date.
 3. If, after considering full and partial course credits, waiving courses or providing alternative courses of study, the district determines that the student meets the established graduation requirements, the student shall be allowed to participate in the graduation ceremony and graduate with their peers.

If the student is determined not eligible for graduation, the district may request a high school diploma from the prior school entity. The prior school entity may issue a diploma if the student meets the prior school entity's graduation requirements.

Keystone Diploma –

In any school year for which demonstration of proficiency on a Keystone exam is required for graduation, a student who has successfully satisfied the graduation requirements may obtain a secondary school diploma known as the Keystone Diploma from the PA Department of Education, if both of the following provisions apply:[\[4\]\[43\]](#)

1. All other graduation options have been exhausted.
2. The student is unable to obtain a diploma from the student's prior or receiving school entity.

The district's point of contact shall assist the student in determining the student's eligibility for a Keystone Diploma and, if eligible, obtaining the Keystone Diploma from the PA Department of Education.[\[4\]\[43\]](#)

Students with Disabilities –

Students experiencing educational instability who have an IEP shall maintain the right to special education and the right to graduate either through attainment of credits or through the completion of the goals established in their IEP.[\[11\]\[19\]](#)

Students with an IEP may elect to remain in school until age twenty-one (21) even if the district determines there is an earlier pathway to graduation. Such students may participate in the graduation ceremony with their current graduating class, even if the student elected to remain in school.[\[19\]](#)

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Legal References

1. 22 PA Code 11.18
2. 24 P.S. 1305
3. 24 P.S. 1306
4. 24 P.S. 1331.1
5. 20 U.S.C. 6311
6. 20 U.S.C. 6312
7. 42 U.S.C. 11431 et seq
8. 42 U.S.C. 675
9. Pol. 221
10. Pol. 810
11. Pol. 113
12. Pol. 115
13. Pol. 121
14. Pol. 122
15. Pol. 123
16. Pol. 114

17. Pol. 231
18. Pol. 124
19. Pol. 217
20. Pol. 223
21. Pol. 808
22. Pol. 110
23. 23 Pa. C.S.A. 6301 et seq
24. 42 Pa. C.S.A. 6301 et seq
25. 45 CFR 1355.20
26. 42 U.S.C. 11434a
27. 42 U.S.C. 11432
28. Pol. 103.1
29. Pol. 113.4
30. Pol. 216
31. Pol. 200
32. Pol. 201
33. Pol. 203
34. Pol. 204
35. Pol. 209
36. Pol. 206
37. Pol. 906
38. Pol. 202
39. 20 U.S.C. 1232g
40. Pol. 146
41. Pol. 918
42. Pol. 138
43. 24 P.S. 121
- 20 U.S.C. 6301 et seq
- 22 PA Code 403.1
- 34 CFR Part 99
- 67 Fed. Reg. 10698

PA Education for Homeless Children and Youth State Plan

Basic Education Circular, August 1, 2022: Act 1 of 2022 - Assisting Students
Experiencing Education Instability

Ensuring Educational Stability for Foster Care Youth - Transportation Plan Guide

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Saucon Valley School District

Title – 251-AR-0 Homeless Students

Section – 200 Pupils

Adopted –

Revised – November 29, 2022

Content

~~251-AR-0. HOMELESS STUDENTS~~

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

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

Point of Contact ~~liaison~~ Responsibilities

The district's designated ~~liaison~~ **point of contact** for homeless students and families has the following responsibilities:

1. Identify homeless children and youth with assistance by school personnel and through coordination activities with other entities and agencies.
2. Inform parent(s)/guardian(s) of homeless students of educational rights and related opportunities available to their children, and provide them with meaningful opportunities to participate in the education of their children.
3. Disseminate public notice of the educational rights of homeless students where such children and youth are likely to receive services, such as schools, **public libraries**, family shelters, soup kitchens and food pantries.

4. **Mediate enrollment disputes.** Provide information on appeal rights and issues decisions on enrollment disputes and complaints regarding district compliance with McKinney-vento. [3]
5. Inform parent(s)/guardian(s) of a homeless child or youth, and any unaccompanied youth, of all transportation options, including to the school of origin, and assist in accessing these transportation services.
6. Ensure that unaccompanied youth are immediately enrolled in school pending resolution of disputes that might arise over school enrollment or placement.
7. Assist children and youth who do not have immunizations, or immunization or medical records, to obtain necessary immunizations, or immunization or medical records.
8. **Learn about and maintain familiarity** familiarize him/herself with the best resources in the community to assist families with referrals for things such as shelter, counseling, food and transportation.
9. Distribute information on the subject of homeless students and arrange staff development workshops and presentations for school personnel, including office staff.
10. Provide standard forms and information about enrollment procedures and key school programs to each shelter in the district.
11. Become familiar with the various program materials that are available from the Pennsylvania Department of Education.
12. Collaborate with the district special education program to ensure that homeless children who are in need of special education and related services are located, identified, and evaluated. This is a requirement under the Individuals with Disabilities Education Act, which mandates that highly mobile children with disabilities, including homeless children, be indentified and served. **The point of contact** Liaison should also ensure that homeless youth who have or may have disabilities have a parent or surrogate parent to make special education or early intervention decisions. In the case of an unaccompanied homeless youth, if a student is disabled or may be disabled and the youth does not have a person authorized to make special education decisions, the following people can be temporary surrogate parents: staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs, and state, local education agency or child welfare agency staff involved in the education or the care of the child. This rule only applies to unaccompanied homeless youth.
13. Identify preschool-aged homeless children by working closely with shelters and social service agencies in their area. **In addition, the point of contact** including instructing district staff to should inquire, whether a family has preschool-aged children when at the time they are enrolling homeless children and youth in school, whether the family has preschool-aged children.

14. Identify unaccompanied homeless youth while respecting their privacy and dignity by providing specific outreach to areas where eligible students who are out of school may congregate.

Dispute Resolution

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

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

Transportation

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

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

Saucon Valley School District

Policy

Title – 810 Transportation

Section – 800 Operations

Adopted – June 12, 2007

Revised – September 13, 2022

Content

Purpose

Transportation for students shall be provided in accordance with law and Board policy.

Definitions

School bus means a motor vehicle that is designed to carry eleven (11) passengers or more, including the driver, and is used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities.[\[1\]](#)

School vehicle means a motor vehicle, except a motorcycle, designed for carrying no more than ten (10) passengers, including the driver, and used for the transportation of preprimary, primary or secondary school students while registered by or under contract to the school district. The term includes vehicles having chartered, group and party rights under the Pennsylvania Public Utility Commission and used for the transportation of school children.[\[1\]](#)

Authority

The Board shall provide transportation for resident students in grades kindergarten through 12 to the district's public schools and charter, regional charter and nonpublic schools located in the district or within the district's transportation boundary or other placements as required by law or agreements. The district's transportation boundary is a distance not exceeding ten (10) miles by the nearest public highway outside the school district's border.[\[2\]](#)[\[3\]](#)[\[4\]](#)

The Board shall purchase, lease, equip and maintain school buses/vehicles and/or contract for school bus/vehicle services for transportation of students to and from school at regularly scheduled hours and for field trips and extracurricular activities.[\[2\]](#)[\[3\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

The Board shall provide transportation for students living within the prescribed limits when walking conditions to the school are found to be hazardous by the Department of Transportation.[\[3\]](#)[\[11\]](#)

The Board shall provide transportation for students with disabilities, without regard to distance or hazardous walking conditions, when required by the student's individualized education program (IEP) or Section 504 Service Agreement.[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[15\]](#)[\[16\]](#)

The Board shall provide transportation for eligible resident students who are enrolled in nonpublic schools or charter schools as required by law.[\[2\]](#)[\[4\]](#)[\[17\]](#)

The Board shall provide transportation for children in foster care in accordance with federal and state laws and regulations, and the local transportation plan.[\[18\]](#)[\[19\]](#)

The Board shall provide transportation for homeless children and youths in accordance with federal and state laws and regulations.[\[19\]](#)[\[20\]](#)

The Board prohibits any diesel-powered motor vehicle weighing 10,001 pounds or more to idle for more than five (5) minutes in any continuous sixty-minute period while parked, loading or unloading, except as allowed by law.[\[21\]](#)

The Board shall ensure that permanent signs, notifying drivers of the idling restrictions, are maintained on district property at locations where diesel-powered motor vehicles weighing 10,001 pounds or more load or unload. Signs shall also be posted at locations that provide fifteen (15) or more parking spaces for such diesel-powered motor vehicles.[\[22\]](#)[\[23\]](#)

Delegation of Responsibility

The school bus/vehicle driver shall be responsible to maintain order while students are being transported.

The school bus/vehicle driver shall report all incidents, including, but not limited to, discipline problems, medical problems, bullying/harassment, safety issues, accidents or injuries, and violations of Pennsylvania's School Bus Stopping Law to the Superintendent or designee as soon as practicable.

The building principal may suspend a student from bus transportation for disciplinary reasons, and the parents/guardians shall be responsible for the student's transportation.[\[7\]](#)

The Superintendent or designee shall **be responsible to:**

1. Maintain records and make required reports regarding school transportation.[\[5\]](#)[\[7\]](#)

2. ~~Promulgate~~ Distribute rules governing student conduct during transport; such rules shall be binding on all students transported by the district.[\[7\]](#)
3. **Provide each school bus/school vehicle driver with:**
 - a. **The Pennsylvania School Bus Driver’s Manual;**
 - b. **The written rules for student conduct on buses/vehicles;**
 - c. **The procedures for evacuation drills; and**
 - d. **Any additional laws and applicable Board policies and administrative regulations which apply to school bus/vehicle drivers.**
4. ~~{ } Establish administrative regulations that specify the number of chaperones to accompany students in connection with school-related activities and field trips.~~[\[7\]](#)[\[24\]](#)
-
5. ~~{ } Establish bus routes and bus stops for all public and nonpublic students residing within the district.~~ **Prepare a district map or schedule indicating each bus stop and bus route.**[\[7\]](#)

Guidelines

Student Health Information

When necessary for student safety, or when required by a student’s IEP or Section 504 Service Agreement, a school bus/vehicle driver shall be provided with relevant student health and medical information.[\[15\]](#)[\[16\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)[\[28\]](#)

School bus/vehicle drivers shall maintain the confidentiality of student health/medical information in accordance with district policies and procedures and applicable law.[\[29\]](#)[\[30\]](#)

Evacuation Drills

Bus evacuation drills shall be conducted twice a year and reported to the Pennsylvania Department of Education, in accordance with law and Board policy.

The Pennsylvania School Code required that all schools, including school districts that use or contract school buses for transportation of students, shall conduct two (2) emergency school bus evacuation drills during each school year. The first drill must be conducted during the first week of the school term and the second during the month of March. Each bus evacuation drill must include the instruction on location and use of emergency exit doors and fire extinguishers and the proper evacuation of the bus.[\[31\]](#)[\[32\]](#)[\[33\]](#)

Legal References

1. 75 Pa. C.S.A. 102
2. 24 P.S. 1361
3. 24 P.S. 1362
4. 24 P.S. 1726-A
5. 22 PA Code 23.1
6. 22 PA Code 23.2
7. 22 PA Code 23.4
8. Pol. 610
9. Pol. 611
10. Pol. 818
11. 67 PA Code 447.1 et seq
12. 22 PA Code 23.3
13. 24 P.S. 1374
14. Pol. 103
15. Pol. 103.1
16. Pol. 113
17. Pol. 140
18. 20 U.S.C. 6312
19. Pol. 251
20. 42 U.S.C. 11432
21. 35 P.S. 4601 et seq
22. 35 P.S. 4608
23. 67 PA Code 212.101
24. Pol. 121
25. Pol. 209.1
26. Pol. 209.2
27. Pol. 210
28. Pol. 210.1
29. Pol. 113.4
30. Pol. 216
31. 24 P.S. 1517
32. 75 Pa. C.S.A. 4552
33. Pol. 805
34. 24 P.S. 1331
35. 24 P.S. 1365
36. 24 P.S. 1366

24 P.S. 2541

24 P.S. 2542

22 PA Code 15.1 et seq

22 PA Code 23.6

75 Pa. C.S.A. 4551-4553

20 U.S.C. 6301 et seq

42 U.S.C. 11431 et seq

49 CFR Part 37

49 CFR Part 38

Pol. 810.1

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IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE

QUOTE # 1221161-8
 DATE: MARCH 16, 2023

TO:
 Amy Brexmeier
 Saucon Valley School District
 2097 POLK VALLEY RD
 HELLERTOWN, PA 18055

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Alysa Beer		June 26, 2023 – June 26, 2024	April 16, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 300 students, including: Grades 3-4: 300 students Subjects: Math, ELA, Science, and Social studies	\$6,900.00	\$6,900.00
1	IXL Spanish for 75 students <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$525.00	\$525.00
1	New Building Discount (5%)	-\$371.00	-\$371.00
1	Professional Development: IXL Core PD Package <i>Unlimited instructor accounts included</i> <i>Auto-rostering services included</i>	\$1,195.00	\$1,195.00
SUBTOTAL			\$8,249.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$8,249.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1221161-8. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #149924

June 1, 2023

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Amy Brexmeier
Saucon Valley School District
2097 POLK VALLEY RD
HELLERTOWN, PA 18055

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Alysa Beer	1221161-8	Jun 26, 2023 – Jun 26, 2024

PAYMENT PLAN

Amount	Invoice date
\$8,249	June 26, 2023
TOTAL	\$8,249

Price valid until June 12, 2023

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



June 7, 2023

To: Saucon Valley Board of Education

From: Saucon Valley Foundation for Educational Innovation

Re: HS Makerspace & Robotics Funding

The Saucon Valley Foundation for Educational Innovation is pleased to provide funding for the 21st Century Makerspace and Robotics programs for your approval

21st CENTURY FUNDING

High School Makerspace (\$2,200.00)

Funding for the Makerspace program at the High School, provided to Amber Sams, is for the purchase of a Dremel DigiLab 3D printer. All students in the High School have access to the 3D printers, with students of the Entrepreneurship and Robotics classes using the printers most frequently. The Entrepreneurship students create prototypes of their products, while the Robotics students create additional components for their robots.

High School Robotics Club (\$6,620.60)

Funding provided to Robert Svitilla will support the High School Robotics Club in FIRST Robotics competitions. Students design and construct a robot building leadership, engineering, research and analytical problem-solving skills.

Respectfully,

Kathleen Dettmar

Kathleen Dettmar, Treasurer
SVFEI

Cc: David Bonenberger, Business Office