



UPPER ST. CLAIR SCHOOL DISTRICT

BOARD OF SCHOOL DIRECTORS

Mrs. Jennifer A. Schnore, President ↔ Dr. Danielle Z. Wetzel, Vice-President
Mrs. Barbara L. Bolas ↔ Dr. Daphna Gans ↔ Ms. Kelly P. Hanna ↔ Mr. Justin Lamber
Mr. Michael R. Mascaro ↔ Mrs. Angela B. Petersen ↔ Mrs. Hallie H. Snyder
Dr. John T. Rozzo, Superintendent ↔ Mrs. Jocelyn P. Kramer, Solicitor

SCHOOL BOARD MEETING MINUTES

Wednesday, August 7, 2024 @ 7:00pm

Executive Session @ 5:45pm (personnel and legal matters)

District Administration Building Board Room

Notice having been advertised and posted and members duly notified, a Board Meeting of the Board of School Directors was held on August 7, 2024 in the District Administration Board Room.

School Board Members:

Mrs. Jennifer A. Schnore, President (in-person)
Dr. Danielle Z. Wetzel, Vice-President (not in attendance)
Mrs. Barbara L. Bolas (in-person)
Dr. Daphna Gans (not in attendance)
Ms. Kelly P. Hanna (in-person)
Mr. Justin Lamber (not in attendance)
Mr. Michael R. Mascaro (not in attendance)
Ms. Angela B. Petersen (in-person)
Mrs. Hallie H. Snyder (in-person)

School Personnel:

Dr. John Rozzo, Superintendent (in-person)
Dr. Amy Pfender, Deputy Superintendent (in-person)
Mr. Ray Carson, Senior Director of Operations & Administrative Services (in-person)
Mr. Scott Burchill, Director of Business & Finance (in-person)
Dr. Lou Angelo, Director of Operations & Facilities (in-person)
Mr. Raymond Berrott, Director of Technology (in-person)



Dr. Judith Bulazo, Director of Curriculum and Development (in-person)
Dr. Sharon Suritsky, Director of Special Education – Substitute (in-person)
Dr. Lauren Madia, Director of Pupil Services (in-person)
Mr. Bradley Wilson, Director of Strategic Initiatives (in-person)
Mrs. Jocelyn Kramer, Solicitor (in-person)
Mrs. Sarah MacDonald, Board Stenographer (virtual)

Call to Order & Pledge of Allegiance

(Schnore, School Board President)

Ms. Schnore called the meeting to order at approximately 7:10pm.

Roll Call of School Board

(Solicitor)

Solicitor Kramer took a roll call vote:

Mrs. Bolas - present
Ms. Hanna - present
Dr. Gans - not present
Mr. Lamber - not present
Mr. Mascaro - not present
Ms. Petersen - present
Ms. Schnore - present
Mrs. Snyder - present
Dr. Wetzel - not present

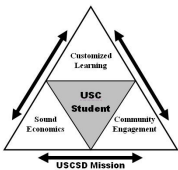
Solicitor Kramer advised that five members were present, creating a quorum.



Reading of the Mission:

(Schnore, School Board President)

Mrs. Bolas read the following mission:



Developing lifelong learners and responsible citizens for a global society is the mission of the Upper St. Clair School District, served by a responsive and innovative staff who in partnership with the community provides learning experiences that nurture the uniqueness of each child and promotes happiness and success.

Reading of the Shared Belief Statement #18 from Strategic Plan:

(Schnore, School Board President)

Ms. Hanna read the following shared belief statement:

We Believe that:

Children do best when they are mentored through their failures as well as their successes.

Residents' Comments - (Regarding Any District Related Items)

(Schnore, School Board President)

Note: As per Guidelines for Resident's Comments, please state your name, confirm you are a resident, and limit your comments to three minutes.

1. Mr. Chris Schwamberger - Comments on creating an ADA accessible ramp at the High School Stadium.



Approval of Minutes

(Schnore, School Board President)

MOTION: BY SNYDER: I move that the Board approve the Meeting Minutes of the June 17, 2024 Board Meeting, as attached. Seconded by Hanna and carried by unanimous voice vote.

Superintendent's Report

(Rozzo, Superintendent of Schools)

a. District Update

(Rozzo, Superintendent of Schools)

Dr. Rozzo gave a brief District update, reporting that the vacancy teaching positions created through retirements were filled. He thanked everyone for their hard work in filling the positions in a timely manner. He reviewed the start of school timeline. He advised that later in the meeting, Dr. Angelo will review his facilities projects that have taken place during the summer. He thanked Dr. Angelo and his team for all the work that has been done to complete the projects before the end of summer. Dr. Rozzo also reported on Upper St. Clair graduate and highly decorated swimmer, Mr. Josh Matheny who competed in the Olympics. Finally, he noted that this meeting will be Mr. Ray Carson's last meeting, as he will be retiring from his position. He thanked him for his time and dedication to the District and advised he will be missed. The Board members thanked Mr. Carson for his hard work and dedication to the students and school.



b. Approval of Resolution 2024-08-07A Authorizing the Incurring of Nonelectoral Debt
(Burchill, Director of Business & Finance, John McShane, Stifel Managing Director, and Lisa Chiesa, Clark Hill Attorney)

Mr. Burchill introduced Ms. Chiesa, Bond Counsel and Mr. McShane, Managing Director at Stifel, to the School Board. Ms. Chiesa and Mr. McShane then presented on refinancing of Series 2018 Bonds.

MOTION: BY PETERSEN: I move that the Board approve Resolution 2024-08-07A authorizing the incurring of nonelectoral debt by the issuance of general obligation bonds in an aggregate principal amount not to exceed twenty-two million and 00/100 dollars (\$22,000,000.00); covenanting to pay, and pledging all available taxing power for the payment of, the bonds; establishing a sinking fund and appointing a sinking fund depository; fishing the form, maximum interest rates, maturity dates, redemption and other provisions for the payment thereof; covenanting to accept a proposal for the purchase of the bonds; authorizing a filing of required documents with the Department of Community and Economic Development; ratifying and directing certain actions of officers; and making certain other covenants and provisions in respect of the bonds. Seconded by Snyder and carried by unanimous roll call vote.



c. Approval of Affiliation Agreement with La Roche College

(Rozzo, Superintendent of Schools)

Dr. Rozzo reviewed the Affiliation Agreement with La Roche College, advising it is a standard agreement that outlines conditions relative to student teacher and intern placements within the District.

MOTION: BY BOLAS: I move that the Board approve the Affiliation Agreement with La Roche College, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Petersen and carried by unanimous voice vote.
(voice vote)

Administrator's Report

(Rozzo, Superintendent of Schools)

a. Approval of Staffing Resolutions

(Carson, Sr. Director of Operations & Administrative Services and Pfender, Deputy Superintendent)

**Increase: 0.6 Human Resources Coordinator
(Resolution 2024-06)**

**Increase: 1.0 Boyce Special Education Aide
(Resolution 2024-07)**

Mr. Carson reviewed staffing resolution 2024-06: the increase of 0.6 Human Resources Coordinator. He also advised that Ms. Aimee Mack will now be the Human Resources Manager.

MOTION: BY HANNA: I move that the Board approve Staffing Resolutions 2024-06 and 2024-07, as listed. Seconded by Bolas and carried by unanimous voice vote.



b. Approval of Personnel Listings

(Carson, Sr. Director of Operations & Administrative Services & Rozzo, Superintendent of Schools)

Mr. Carson reviewed the personnel listings, which included the hiring of several new teachers, custodians, nutrition center workers, bus drivers, long term substitutes, Fall ECAs and retirements. He also advised that per Dr. Rozzo's earlier report, he will be retiring. He noted that it has been his pleasure to serve the community and that six years was not enough.

MOTION: BY SNYDER: I move that the Board approve the Personnel listing as presented, subject to all required pre-employment history reviews and clearance requirements. Seconded by Hanna carried by unanimous voice vote.

c. Approval of Services Agreement with Stone Rooster, Inc.

(Carson, Sr. Director of Operations & Administrative Services and Pfender, Deputy Superintendent)

Mr. Carson presented the Services Agreement with Stone Rooster, Inc. He reported that the Agreement is to help integrate safety and IT systems, at a total cost of \$40,000.00 for an 8-10 week project.

MOTION: BY PETERSEN: I move that the Board approve the Services Agreement with Stone Rooster, Inc. for consulting, project management, technical design, technology or operational process advisory and/or other services, at a total cost of \$40,000.00, for a project term of 8-10 weeks, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Snyder and carried by unanimous voice vote.



d. Approval of Agreement with The Startup Bug

(Pfender, Deputy Superintendent)

Dr. Pfender reviewed the Agreement with The Startup Bug for a student entrepreneurship/business enrichment program at the High School.

MOTION: BY BOLAS: I move that the Board approve the Agreement with The Startup Bug, for a student entrepreneurship/business enrichment program, at a total cost of \$5,000.00, for the 2024-2025 school year, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Petersen and carried by unanimous voice vote.

e. First Reading of the following School Board Policies:

(Pfender, Deputy Superintendent and Kramer, Solicitor)

- i. 103 - Discrimination/Harassment Affecting Students**
- ii. 104 - Discrimination/Harassment Affecting Staff**
- iii. 807 - Opening Exercises/Moment of Silence/Flag Displays**
- iv. 815.1 - Use of Generative Artificial Intelligence in Education (NEW POLICY)**

Dr. Pfender reviewed policies 103, 104, 807, and 815.1. She noted that this is a first reading and if any revisions need to be made, they can be made before the second reading and adoption in September.

Ms. Schnore advised there is no vote, since this was a first reading of the policies.



f. Waiver of First Reading and Adoption of Revised Bullying Policy

(Pfender, Deputy Superintendent and Kramer, Solicitor)

i. 249 - Bullying/Cyberbullying

Dr. Pfender reviewed the revisions to th Bullying/Cyberbullying policy, noting the update in the policy is just a minor editorial update. She reported that the revisions are timely, as this updated policy will be incorporated into the handbook, as well as submitted for the safe schools review.

MOTION: BY HANNA: I move that the Board waive the first reading and adopt the revised Policy 249 Bullying/Cyberbullying, as presented. Seconded by Bolas and carried by unanimous voice vote.

g. Approval to Accept Funds from the University of Pittsburgh

(Pfender, Deputy Superintendent)

Dr. Pfender reviewed the approval to accept funds from the University of Pittsburgh. She reported that she and Dr. Rozzo had the opportunity to attend a collective leadership forum and request funds for the District. She noted that Mrs. Bolas spoke at the forum. The requested funds were awarded to the District in the amount of \$2,500.00.

MOTION: BY SNYDER: I move that the Board approve accepting funds from the University of Pittsburgh Forum for Western Pennsylvania School Superintendents School Board Leadership Collective, in the total amount of \$2,500.00, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Hanna and carried by unanimous voice vote.



h. Approval of the following Student Support Service Agreements for the 2024-2025 School Year and 2024 Extended School Year (ESY) Programs

(Pfender, Deputy Superintendent)

- i. **AOT, Inc. Specialized Educational Therapy Services:** Occupational and Physical Therapy for students, at fees listed on the Agreement
- ii. **Arc Human Services:** Transitional Vocational Services, Transportation Services, and Extended School Year Services, at fees listed on the Agreement
- iii. **The Bradley Center:** Education services in accordance with enrolled student's IEP, 504 service plan, or District's requirements, at fees listed on the Agreement
- iv. **Dyslexia Center:** Literacy Intervention instruction for 190 minutes per week, at a rate of \$125.00 per hour
- v. **IEP Writer/Leaders Services:** User licenses, PA Section 504 Module and SIS Bridge, at total cost of \$17,417.00
- vi. **Maxim Services:** Agreement addendum to provide nursing and medical care services for students at the rates provided in the Addendum
- vii. **MB Therapy, LLC:** Consultant agreement for speech and language services for students at fees listed on the Agreement
- viii. **Wesley Family Services:** Professional Services Agreements for music therapy sessions for students, at fees listed in the Agreements

Dr. Pfender presented the Student Support Service Agreements and ESY Program Agreements for approval, on behalf of Dr. Suritsky. She noted that the agreements were approved within the budget for the year.

MOTION: BY PETERSEN: I move that the Board approve the above-listed Student Support Services Agreements (items i.-viii.), subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Snyder and carried by unanimous voice Vote.



i. Approval of Special Education Settlement Agreements

(Pfender, Deputy Superintendent)

Dr. Pfender reviewed two Special Education Settlement Agreements on behalf of Dr. Suritsky, with terms and conditions previously discussed by the Board.

MOTION: BY BOLAS: I move that the Board approve Special Education Settlement Agreements 2024-08-07A and 2024-08-07B, on terms and conditions approved by the Superintendent and Solicitor. Seconded by Petersen and carried by unanimous voice vote.

j. Annual Individuals with Disabilities in Education Act (IDEA) -Section 619 Pass Through Funds Use of Funds Agreement 2024-2025

(Pfender, Deputy Superintendent)

Dr. Pfender presented the IDEA Section 619 Pass Through Funds Use of Funds Agreement 2024-2025, noting it is an annual Agreement.

MOTION: BY HANNA: I move that the Board approve the IDEA - Section 619 Pass Through Funds Use of Funds Agreement 2024-2025. Seconded by Bolas and carried by unanimous voice vote.



k. Approval of Agreement with Amplify

(Bulazo, Director of Curriculum and Professional Development)

Dr. Bulazo reviewed the Agreement with Amplify, who will manage literacy assessment to K-2 students through DIBELS.

MOTION: BY SNYDER: I move that the Board approve the Agreement with Amplify for DIBELS Management System at a total cost of \$3,897.60, for a term of July 1, 2024 through June 30, 2025, with automatic yearly renewals at the District's discretion, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Hanna and carried by unanimous voice vote.

l. Approval of District School Physician and School Dentist

(Madia, Director of Pupil Services)

Dr. Madia reviewed the renewal of existing Agreements with a School Physician and School Dentist. She explained the Agreements are required through the state and that the District does receive partial reimbursement for some of the costs of the services.

MOTION: BY PETERSEN: I move that the Board approve the District School Physician, Dr. Tahniat Syed, at a rate of \$20.00 per student exam and \$100.00 per hour, and the District School Dentist, Dr. Molly Lanz, at rate of \$100.00 per hour, for the 2024-2025 school year, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Snyder and carried by unanimous voice vote.



m. Approval of Agreement with Hudl

(Berrott, Director of Technology)

Mr. Berrott reviewed the Agreement with Hudl, which is the automated cameras that follow the action of the District's sports games and does all of the live-streaming of the games.

MOTION: BY BOLAS: I move that the Board approve the Agreement with Hudl for Athletics software and hardware licensing, game analysis, replays, various automated cameras, streaming, subscription services, and video sharing for the Athletic Department, at a cost not to exceed \$35,000.00 per year, for a one-year term with automatic renewals after the initial term, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Petersen and carried by unanimous voice vote.

n. Approval to Accept Highmark Foundation School Grant

(Angelo, Director of Operations & Facilities)

Dr. Angelo reviewed the approval to accept funds from the Highmark Foundation School Grant. He advised that the funds are for the Well Health Safety Seal.

MOTION: BY HANNA: I move that the Board approve the acceptance of the Highmark Foundation School Grant, in the total amount of \$7,200.00. Seconded by Bolas and carried by unanimous voice vote.



o. Approval of Bus Stops for 2024-2025

(Angelo, Director of Operations & Facilities)

MOTION: BY SNYDER: I move that the Board approve the 2024-2025 Bus Stops, subject to any adjustments deemed necessary by the Superintendent. Seconded by Hanna and carried by unanimous voice vote.

p. Approval to Declare Equipment Obsolete/Surplus

(Angelo, Director of Operations & Facilities)

MOTION: BY PETERSEN: I move that the Board declare the attached, listed equipment surplus/obsolete and be authorized to sell, exchange, dispose, or donate in accordance with the provisions in Board Policy 706.1 - Sale or Disposal of Surplus Property, Equipment, Supplies, and Textbooks. Seconded by Snyder and carried by unanimous voice vote.

Business & Finance

(Burchill, Director of Business & Finance)

a. Approval of Credit Card 2023-2024 and 2024-2025 and Bill List for 2024-2025

(Burchill, Director of Business & Finance)

MOTION: BY BOLAS: I move that the Board approve the Credit Card 2023-2024 and 2024-2025 and Bill List for 2024-2025, as presented. Seconded by Petersen and carried by unanimous voice vote:

Fund 10 (General Fund): \$3,642,234.19

Fund 32 (Capital Reserve Fund): \$226,294.65

Fund 39 (Construction Fund): \$623,107.00

Fund 50 (School Lunch Fund): \$109,548.04



b. Approval of Substitute Support Employee Pay Rates

(Burchill, Director of Business & Finance and Carson, Sr. Director of Operations & Administrative Services)

Mr. Burchill reviewed the substitute support employee pay rates, affecting cafeteria workers and custodians. He noted that the increase will help attract substitutes, as the pool is currently low.

MOTION: BY HANNA: I move that the Board approve the Substitute Pay Rate increases for cafeteria workers and custodians, as attached, effective July 1, 2024. Seconded by Bolas and carried by unanimous voice vote

c. Approval of Local Foods for Schools Cooperative Agreement

(Burchill, Director of Business & Finance)

Mr. Burchill reviewed the Local Foods for Schools Cooperative Agreement. He explained that the Agreement will help the District as it's another source of revenue for the Nutrition Center.

MOTION: BY SNYDER: I move that the Board approve the Local Foods for Schools Cooperative Agreement Program Funding Attestation Statement, for the 2024-2025 school year, using awarded funds to purchase domestically produced, unprocessed, or minimally processed food products, as outlined in the Agreement, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Hanna and carried by unanimous voice vote.



d. Approval of Cafeteria Meal Rates Adjustment

(Burchill, Director of Business & Finance)

Mr. Burchill reviewed the cafeteria meal rates adjustment. He noted that as the District does annually, the cafeteria meal rates were reviewed and changes were proposed to help the District financially, as it costs more to prepare and serve the meals.

MOTION: BY PETERSEN: I move that the Board approve the 2024-2025 cafeteria meal rates adjustment, as presented. Seconded by Snyder and carried by unanimous voice vote.

e. Approval of Nutrition Center Sign-on and Referral Bonus

(Burchill, Director of Business & Finance and Carson, Sr. Director of Operations & Administrative Services)

Mr. Burchill reviewed the nutrition center sign-on and referral bonus for approval. He explained that the referral bonus will help attract new nutrition center workers, as there is currently a shortage in the District.

MOTION: BY BOLAS: I move that the Board the Nutrition Center Sign-on and Referral Bonus program, as presented. Seconded by Petersen and carried by unanimous voice vote.

Committee Reports

(Schnore, School Board President)

Mrs. Bolas gave a Committee Report from PSBA, including election information, the spending plan being adopted for the 2024-2025 school year, and the upcoming School Safety Summit.



Matters of Information/Other

(Rozzo, Superintendent of Schools)

Dr. Rozzo gave an update on the back to school timeline:

a. Upcoming Back to School Timeline

- August 14, 2024: Staff Opening Day (Inservice Day)
- August 15-19, 2024: Teacher Inservice Days
- August 20, 2024: First Day of School (grades 1-12)
- August 20-21, 2024: Kindergarten Screening Days
- August 22, 2024: Kindergarten First Day of School
- September 2, 2024: Labor Day, District closed

Announcement Regarding Executive Session

(Schnore, School Board President)

Ms. Schnore made the following announcement:

- a.** Executive Session was held on August 7, 2024 for personnel and legal matters.

Adjournment

(Schnore, School Board President)

Ms. Schnore adjourned the meeting at approximately 8:08pm.



Signed by:

Ms. Jennifer A. Schnore

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Ms. Jennifer Schnore, President

BOARD OF SCHOOL DIRECTORS

DocuSigned by:

Scott P Burchill

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Scott P. Burchill, Secretary

BOARD OF SCHOOL DIRECTORS

DocuSigned by:

Sarah MacDonald

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Submitted by: Sarah MacDonald

SCHOOL BOARD STENOGRAPHER



UPPER ST. CLAIR SCHOOL DISTRICT

BOARD OF SCHOOL DIRECTORS

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Dr. John T. Rozzo, Superintendent ↔ Mrs. Jocelyn P. Kramer, Solicitor

SCHOOL BOARD MEETING MINUTES

Monday, June 17, 2024 @ 7:00pm

Executive Session @ 5:30pm (Personnel and Safety & Security)

District Administration Building Board Room

Notice having been advertised and posted and members duly notified, a Board Meeting of the Board of School Directors was held on June 17, 2024 in the District Administration Board Room.

School Board Members:

Mrs. Jennifer A. Schnore, President (in-person)
Dr. Danielle Z. Wetzel, Vice-President (in-person)
Mrs. Barbara L. Bolas (in-person)
Dr. Daphna Gans (in-person)
Ms. Kelly P. Hanna (in-person)
Mr. Justin Lamber (in-person)
Mr. Michael R. Mascaro (in-person)
Ms. Angela B. Petersen (in-person)
Mrs. Hallie H. Snyder (in-person)

School Personnel:

Dr. John Rozzo, Superintendent (in-person)
Dr. Amy Pfender, Deputy Superintendent (in-person)
Mr. Ray Carson, Senior Director of Operations & Administrative Services (in-person)
Mr. Scott Burchill, Director of Business & Finance (in-person)
Dr. Lou Angelo, Director of Operations & Facilities (not in attendance)
Mr. Raymond Berrott, Director of Technology (not in attendance)



Dr. Judith Bulazo, Director of Curriculum and Development (in-person)

Dr. Cassandra Doggrell, Director Special Education (in-person)

Dr. Lauren Madia, Director of Pupil Services (in-person)

Mr. Bradley Wilson, Director of Strategic Initiatives (in-person)

Mrs. Kelly Perkovich, Solicitor (in-person)

Mrs. Sarah MacDonald, Board Stenographer (virtual)

Call to Order & Pledge of Allegiance

(Schnore, School Board President)

Ms. Schnore called the meeting to order at approximately 7:07pm.

Roll Call of School Board

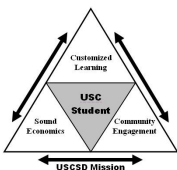
(Solicitor)

Solicitor Perkovich took a Roll Call of the School Board. All School Board members were present.

Reading of the Mission:

(Schnore, School Board President)

Dr. Wetzel read the following mission:



Developing lifelong learners and responsible citizens for a global society is the mission of the Upper St. Clair School District, served by a responsive and innovative staff who in partnership with the community provides learning experiences that nurture the uniqueness of each child and promotes happiness and success.



Reading of the Shared Belief Statement #17 from Strategic Plan:

(Schnore, School Board President)

Mrs. Bolas read the following Shared Belief Statement:

We Believe that:

Effective education fosters students' abilities to listen and communicate, think critically and creatively, and apply their knowledge to all of their decision-making.

Residents' Comments - (Regarding Any District Related Items)

(Schnore, School Board President)

Note: As per Guidelines for Resident's Comments, please state your name, confirm you are a resident, and limit your comments to three minutes.

There were no resident comments at the time.

Approval of Minutes

(Schnore, School Board President)

MOTION: BY GANS: I move that the Board approve the Meeting Minutes of the June 3, 2024 Board Meeting, as attached. Seconded by Bolas and carried by unanimous voice vote.



2024-2025 Budget Adoption

(Burchill Director of Business & Finance and Rozzo, Superintendent of Schools)

Mr. Burchill advised that the District is recommending a budget in the amount of \$104,452,426.00, which includes a millage increase of 3.25%.

Dr. Rozzo thanked everyone who was involved in the budgeting process; advising it is a long process that begins in January and a lot of work goes into putting the budget together each year. He noted that within the budget there is no reduction in programs or staff and is fiscally responsible.

a. Adoption of 2024-2025 Final General Fund Budget

MOTION: BY HANNA: I move that the Board adopt the General Fund Budget for the 2024-2025 school year, in the amount of \$104,452,426.00. Seconded by Gans and carried by unanimous voice vote.

MOTION: BY SNYDER: I move that the Board approve Resolution number 2024-06-17A, establishing a Real Estate Millage Rate of 30.5970 mills for the 2024-2025 fiscal year. Seconded by Hanna and carried by unanimous voice vote.

b. Approval of Capital Reserve Budget for 2024-2025

(Carson, Sr. Director of Operations & Administrative Services)

Mr. Carson reviewed the Capital Reserve Budget for 2024-2025.

MOTION: BY LAMBER: I move that the Board approve the 2024-2025 Capital Reserve Budget in the amount of \$1,822,569.00, as attached. Seconded by Snyder and carried by unanimous voice vote.



c. Approval of Tax Resolutions for 2024-2025

(Burchill, Director of Business & Finance)

i. Homestead and Farmstead Exclusion Resolution

MOTION: BY MASCARO: I move that the Board approve the Homestead and Farmstead Exclusion Resolution 2024-06-17B, for the 2024-2025 fiscal year. Seconded by Lamber and carried by unanimous voice vote.

ii. Act 511 (EIT / Real Estate / Mercantile) Tax Resolution

MOTION: BY PETERSEN: I move that the Board reenact the Act 511 Tax Resolution 2024-06-17C for the 2024-2025 fiscal year. Seconded by Mascaro and carried by unanimous voice vote.

Superintendent's Report

(Rozzo, Superintendent of Schools)

a. District Update

(Rozzo, Superintendent of Schools)

Dr. Rozzo gave updates on graduation, summer programming, and summer construction projects. Additionally, he talked about revisions to the Attendance Policy and that an update on the policy will be provided in the Fall. He also recognized Dr. Doggrell for her service with the District, explaining that this is her last Board Meeting and she will be greatly missed. Finally, he advised that the August Board meeting date has moved from August 5th to August 7th to accommodate several administrators attending a continuing education conference, as well as allowing more time for hiring. He then wished everyone a great summer.



b. Approval of Expenses and Authorization of Superintendent or Designee to take necessary actions from June 17, 2024 through the Next Voting Meeting, to be ratified at the next Voting Meeting

(Perkovich, Solicitor)

Solicitor Perkovich advised she was filling in for Solicitor Kramer, who could not be in attendance at the meeting. She reviewed the authorization, noting it is an annual motion, which authorizes the Superintendent to conduct business over the summer months. Any actions that are taken will be ratified at the August Board Meeting.

MOTION: BY WETZEL: I move to Authorize the Superintendent or Designee to take the following actions on behalf of the Board without prior Board action, if deemed necessary by the Superintendent, from June 17, 2024 through the next voting meeting to be considered for ratification at the next voting Meeting. Seconded by Petersen and carried by unanimous voice vote:

- Normal, customary and regular payments of salaries, benefits, and other expenses
- Pay bills
- Approve change orders
- Purchase supplies and/or equipment
- Appoint staff (conditionally)
- Enter into agreements with employee groups



Administrator's Report

(Rozzo, Superintendent of Schools)

a. Approval of Personnel Listings

(Carson, Sr. Director of Operations & Administrative Services)

Mr. Carson reviewed the Personnel Listing, noting there has been a lot of progress made in hiring teachers. He also advised that he would like to recognize Mr. Timothy Briggs, High School Head Custodian, for all of his hard work in helping to make graduation look great and run smoothly.

MOTION: BY BOLAS: I move that the Board approve the Personnel listing as presented, subject to all required pre-employment history reviews and clearance requirements. Seconded by Wetzel and carried by unanimous voice vote.

Ms. Schnore abstained from the vote, as she is related to someone on the personnel listing, explaining her son will be a part-time student worker in the Technology Department.

b. Approval to Award the Bid and Approve the Agreement with Mele & Mele & Sons Inc. for Construction Services

(Carson, Sr. Director of Operations & Administrative Services)

Mr. Carson reviewed the approval to award the bid and approval of the Agreement with Mele & Mele & Sons Inc. for construction services. He advised that some parts of the project will be completed prior to the start of the school and the rest will be completed after the school year begins. He noted that the work that happens after the school year begins will not impede on school operations.

MOTION: BY GANS: I move that the Board authorize awarding the bid and approving an Agreement with Mele & Mele & Sons Inc. for construction services, at a total cost of \$402,287.00, which includes a 10% contingency, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Bolas and carried by unanimous voice vote.



c. Approval of the following Staffing Resolutions

(Pfender, Deputy Superintendent)

- i. Increase: 0.5 Elementary Teacher**
(Resolution 2024-04)
- ii. Increase: 0.5 Special Education Teacher**
(Resolution 2024-05)

Dr. Pfender reviewed the staffing resolutions 2024-04 and 2024-05 to increase a 0.5 elementary teacher and 0.5 special education teacher. She advised that the increases are to meet the needs for higher Kindergarten enrollment and to add support for students at Southwood.

MOTION: BY HANNA: I move that the Board approve Staffing Resolutions 2024-04 and 2024-05, as listed above. Seconded by Gans and carried by unanimous voice vote.

d. Approval of Memorandum of Understanding (MOU) with Robert Morris University (RMU)

(Pfender, Deputy Superintendent)

Dr. Pfender reviewed the MOU with RMU to engage RMU in college to High School.

MOTION: BY SNYDER: I move that the Board approve the MOU with RMU, for the High School Enrollment Agreement, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Hanna and carried by unanimous voice vote.

e. Approval of Spring Curriculum Recommendations

(Bulazo, Director of Curriculum and Professional Development and Pfender, Deputy Superintendent)

MOTION: BY LAMBER: I move that the Board approve the Spring Curriculum Recommendations, as presented. Seconded by Snyder and carried by unanimous voice vote.



f. Approval of the following Pupil Services Agreements

(Madia, Director of Pupil Services)

- i. Affiliation Agreement with Hope Squad:** to provide lessons, activities, and advisement/technical support for a peer-to-peer suicide prevention program, for the 2024-2025 school year, at a total cost of \$5,195.00
- ii. Agreement with UMPC-Western Psychiatric Hospital (WPH):** to serve as the District's state-mandated Student Assistance Program Provider (SAP), for the 2024-2025 school year, at no cost to the District

MOTION: BY MASCARO: I move that the Board approve the above-listed agreements (items i. and ii.) with Hope Squad and UMPC-Western Psychiatric Hospital (WPH), subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Lamber and carried by unanimous voice vote.

Dr. Wetzel and Dr. Gans thanked Dr. Madia for her work on the Hope Squad Agreement.

g. Approval of the following Special Education Agreements

(Doggrell, Director of Special Education)

- i. Agreement with New Directions Mental Health (previously InterCare):** to provide psychiatric screenings and evaluations, at the rate of \$800.00 per evaluation and consultation at the rate of \$300 per hour, for the 2024-2025 school year
- ii. Agreement with Steel City Therapy:** to provide occupational therapy services and physical therapy services, at the rates of \$42.00 per hour for certified occupational therapy assistants and \$53.00 per hour for occupational therapists, and \$59.00 per hour for physical therapists, for the 2024-2025 school year



MOTION: BY PETERSEN: I move that the Board approve the above-listed agreements (items i. and ii.) with New Directions Mental Health and Steel City Therapy, subject to final terms and conditions acceptable to the Superintendent and Solicitor. Seconded by Lamber carried by unanimous voice vote.

Business & Finance

(Burchill, Director of Business & Finance)

a. Approval of Treasurer's Report - 06.17.2024
Including Supplemental Report - 06.17.2024

(Burchill, Director of Business & Finance)

MOTION: BY WETZEL: I move that the Board approve the Treasurer's Report including approval of total Bill List and Check File Listing, as follows. Seconded by Petersen and carried by unanimous voice vote:

Fund 10 (General Fund): \$1,239,758.40

Fund 32 (Capital Reserve Fund): \$550,862.99

Fund 39 (Construction Fund): \$468,986.00

Fund 51 (School Lunch Fund): \$134,363.97

Committee Reports

(Schnore, School Board President)

Mrs. Bolas gave a report from PSBA on several items, including the three-way plan for budget impact and PSBA focusing on Cyber School funding reform.

Matters of Information/Other

(Rozzo, Superintendent of Schools)

Dr. Rozzo reported that there were no matters of information to discuss.



Announcement Regarding Executive Session

(Schnore, School Board Vice-President)

Ms. Schnore announced the following executive session and advised that graduation was beautiful:

- a. Executive Session was held on June 17, 2024 at 5:30pm for personnel and safety and security.

Adjournment

(Schnore, School Board President)

Ms. Schnore adjourned the meeting at approximately 7:40pm, on a motion from Mrs. Bolas.

Ms. Jennifer Schnore, President
BOARD OF SCHOOL DIRECTORS

Scott P. Burchill, Secretary
BOARD OF SCHOOL DIRECTORS

Submitted by: Sarah MacDonald
SCHOOL BOARD STENOGRAPHER

**AFFILIATION AGREEMENT FOR INTERNSHIP/PRACTICUM
PRE-CLINICAL, PRINCIPAL INTERNSHIP and STUDENT TEACHING
between
La Roche University
and
Upper St. Clair School District**

THIS AGREEMENT, is made this _____ between La Roch University, (hereinafter referred to as "University"), and Upper St. Clair School District (hereinafter after referred to as "Site") (collectively referred to as "Parties"). The Parties intend to be legally bound to the following terms.

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum, internship, pre-clinical or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site.
- b. Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- c. Submission of Candidates.* The University shall generally submit the names of the students to the Site or a designated representative of the Site at least six (6) weeks prior to the practicum assignment, internship, pre-clinical or student teaching, unless otherwise agreed to by the Parties in writing.
- d. Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the Site, and the University shall review applicable policies and procedures with each student prior to commencement of the assignment.
- e. Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per occurrence and an aggregate of \$3,000,000.00 per aggregate. This policy must remain in full force and effect for the duration of the practicum or pre-clinical or student teaching assignment. Students will also be responsible for providing written proof of professional liability insurance to the University prior to the beginning of the practicum or pre-clinical or student teaching assignment. The University will provide proof of professional liability insurance to the Site upon its request.
- f. Compensation.* For and in consideration of placement of practicum assignment for student teachers with district cooperating teachers, the University agrees to pay a stipend in the gross amount of \$ 200 to each cooperating teacher selected to guide the student's

experience. The stipend is in addition to the regular salary paid by the Site. Compensation is not extended to district teachers working with University students in pre-clinical field experiences. The teacher shall be solely responsible for all tax withholdings or payments due as a result of this stipend.

g. Designation of Representative. The University's Dean of the School of Nursing, Education and Human Studies may designate the Field Placement and Certification Manager and/or University Faculty Supervisor to serve as a liaison between the Parties who will meet periodically with representatives of the Site in order to discuss, plan and evaluate the experience of the student(s).

h. Health Status. The University shall provide to the Site information pertaining to the health status of participating students as may reasonably be requested by Site, including TB test results.

i. Background Clearances. Students must have Pennsylvania Act 34, 151 and 114 clearances prior to participating in any program set forth in this Agreement. Upon request, the University shall provide Site verification of Act 34, 151, and 114 clearances or documents evidencing such clearances.

II. DUTIES AND RESPONSIBILITIES OF SITE

a. Establishment of Practicum, Internship, or Student Teaching. The Site authorizes the use of its facilities as may be agreed upon by the Site and the University as a practicum, internship, pre-clinical or student teaching center. This practicum, internship, pre-clinical or student teaching is for students enrolled in the University's Pennsylvania Department of Education's approved Education Preparation Programs. This practicum/internship/pre-clinical/student teaching is required and authorized by law.

b. Policies of Site. The Site will provide the University all the applicable policies, codes and other information at least four (4) weeks in advance of the student's participation, whenever possible.

c. Administration. The Site will have sole authority and control over all aspects of student services. The Site will be responsible for and retain control over the organization, and operation of its programs.

d. Removal of Noncompliant Student. The Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the Site shall immediately contact the responsible University Faculty Supervisor or the University's Dean of the School of Nursing, Education and Human Studies.

e. Designation of Representative(s). The Site shall designate, as applicable, a person(s) to serve as a liaison(s) between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience of the student(s).

f. Supervision of Students. The Site shall provide, as applicable, either a practicum or internship site supervisor or a cooperating teacher who will supervise student activities during practicum, internship, pre-clinical or student teaching.

g. Reporting of Student Progress. The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Site.

h. Student Records. The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

i. Eligibility Requirement. For Teacher Education placements, each cooperating teacher or practicum teacher selected to supervise the pre-clinical or student teacher or practicum student shall hold a current Pennsylvania certificate in the subject area/grade level to which the student is assigned. The teacher will have a minimum of three (3) years of full-time experience and have been in his/her current assignment for a minimum of one (1) year.

III. MUTUAL TERMS AND CONDITIONS

a. Number of Participating Students. The Parties will mutually agree upon the number of students that shall be assigned to the Site for a practicum, internship, pre-clinical or student teaching experience.

b. Substitute Teaching. The parties shall comply with applicable Pennsylvania law regarding student teachers involved in substitute teaching, including, but not limited to, Act 86 of 2016 and Act 91 of 2021.

c. Term of Agreement. The term of this Agreement shall be 5 year(s) from the date of execution. Thereafter, the Agreement shall renew automatically for successive one-year terms unless either party terminates the Agreement in accordance with Section III, d, below.

d. Termination of Agreement. The University or the Site may terminate this Agreement for any reason with ninety (90) days written notice. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

e. Nondiscrimination. The Parties agree to continue their respective policies of nondiscrimination and shall not discriminate based on sex, age, race, color, creed, national origin, disability, sexual orientation or any other protected classification under applicable local, state or federal law.

f. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

g. Modification of Agreement. This Agreement may only be modified if reduced to writing and signed by both Parties.

h. Relationship of Parties. The relationship between the Parties to this Agreement to each other is that of independent contractors. The relationship of the Parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

i. Liability. Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons or damages to property, the Parties do not waive any defenses as a result of entering into this contract.

j. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by regular or first-class mail, or in such other manner as the Parties agree, to the following:

Site:	Upper St. Clair School District	La Roche University
Address:	1775 McLaughlin Run Rd. Upper St Clair, PA 15241	9000 Babcock Blvd. Pittsburgh, PA 15237
Contact Person:	Mr. Scott Burchill Ms. Mary Beth Harkleroad	Dr. Natalie C. Rugg
Email:	sburchill@uscsd.k12.pa.us mharkleroad@uscsd.k12.pa.us	Natalie.Rugg@LaRoche.edu
Phone:	412.833.1600 x 2054 (Burchill) 412.833.1600 x 2214 (Harkleroad)	412.536.1257

f. Entire Agreement. This Agreement represents the entire understanding between the Parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the date previously indicated.

Site:

By: Upper St. Clair School District

Name: Mr. Scott Burchill

Title: Director of Business & Finance

By: La Roche University

Name: Natalie C. Rugg, Ph.D.



Title: Professor, Education Department
Coordinator, MAT Program

Board Meeting
Personnel List
August 7, 2024

ELECTION

Staff Name	Location	New Assignment	New Assignment Status	Effective Date
Baumgart-Elben, Amy	Boyce	1.0 Special Education Teacher- PE	Full Time	08-13-24
Beaver, Jeremiah	Ft. Couch	1.0 Social Studies Teacher- TPE	Full Time	08-13-24
Bileck, Karleen	Baker	1.0 Elementary School Teacher- PE	Full Time	08-13-24
Bishop, Christopher	Ft. Couch	Coach: Middle School Swimming	ECA	08-20-24 through 10-15-24
Bomberger, Jamie	Bus Garage	Substitute Van Driver	Substitute	07-19-24
Bonidie, Marianne	High School	NC General Worker	Part Time	08-13-24
Bowers, Andrew	High School	Coach: Strength/Conditioning	ECA	05-10-24 through 08-02-24
Cackovic, Blaise	High School	Non-Competitive Robotics Coordinator	ECA	2024-2025 School Year
Chappel, Jordan	High School	Marching Band: Brass/Woodwind Instructor	ECA	07-01-24 through 06-30-25
Despines, Janine	High School	Department Chair: K-12 Library	ECA	07-01-24
Deutsch, Nicholas	High School	Marching Band: Director	ECA	07-01-24 through 06-30-25
Fedko, Katherine	Boyce	1.0 ELA Teacher - LTS (K. Boltz)	LTS	08-13-24 through LDTR
Hall, Daniel	Ft. Couch	Coach: Middle School Football	ECA	08-20-24 through 10-15-24
Hazo, Anna	Boyce	1.0 French Teacher - (A. Tena-Per-Diem)	Substitute	08-16-24 through 09-27-2024
Hazo, Samuel	High School	Marching Band: Senior Advisor	ECA	07-1-2024 through 10-01-2024
Hilty, Lucas	High School	Custodian	Full Time	07-08-24
Khila, Abdel	Ft. Couch	Coach: Middle School Boys Soccer	ECA	08-20-24 through 10-15-24
Kostelnik, Kamryn	High School	Assistant Coach: High School Cheer	ECA	08-12-24 through 02-07-25
Lenthall, Riley	Ft. Couch	Coach: Middle School Boys Soccer	ECA	08-20-24 through 10-15-24
Lentz, Tammy	High School	Marching Band: Guard Coordinator	ECA	07-01-24 through 06-30-25
Martin, Mary	Bus Garage	Bus Driver	Part Time	08-13-24
Mathie, Elizabeth	High School	Assistant Coach: High School Cheer	ECA	08-12-24 through 02-07-25
Reis, Jacob	High School	Marching Band: Percussion Coordinator Assistant/Front Ensemble	ECA	07-01-24 through 06-30-25
Renziehausen, Mark	Ft. Couch	Coach: Middle School Girls Soccer	ECA	08-20-24 through 10-15-24
Rhoades, Jesse	High School	Marching Band: Assistant Band Director (1.0) Percussion coordinator and Drumline Head	ECA	07-01-24 through 06-30-25
Scola, Sarah	High School	NC General Worker	Part Time	TBD

Sennaway, Michelle	Ft. Couch	Coach: Middle School Cross Country Co-Ed	ECA	08-20-24 through 10-15-24
Shaw, Jarrod	Ft. Couch	Coach: Middle School Girls Soccer	ECA	08-20-24 through 10-15-24
Sichko, Amanda	Boyce	1.0 Middle School Math Teacher- LTS (J. Mauder)	LTS	08-13-24 through LDTR
Slagle, Katherine	High School	Marching Band: Guard (Auxiliary) Assistant Coordinator	ECA	07-01-24 through 06-30-25
Starr, Thomas	High School	Marching Band: Percussion Instructor-Summer Camp	ECA	07-29-24 through 10-1-24
Stewart, Mychi	High School	Marching Band: Percussion Coordinator Assistant/Drumline Assistant	ECA	07-30-24 through 11-01-24
Stamer, Detleff (Erich)	Boyce	1.0 German Teacher- LTS (L. Kluckman)	LTS	08-13-24 through 01-20-25
Straw, Robert	High School	Head Coach: High School Boys 9th Grade Soccer	ECA	08-12-24 through 10-25-24
Tarcson, Brooke	High School	Friday Night Event Coordinator	ECA	08-12-24 through 10-25-24
Torquato, Stephen	High School	Friday Night Event Coordinator	ECA	08-12-24 through 10-25-24
Valentine, Erika	High School	High School Fall Play: Scenic Painter	ECA	07-01-24 through 11-13-24
Vasbinder, Corey	Ft. Couch	Coach: Middle School Football	ECA	08-20-24 through 10-15-24
Wall, James	Bus Garage	Bus Driver	Part Time	08-13-24
Watkinson, Christopher	High School	High School Leadership Academy	Summer	7-22-24 through 7-26-24
Wilson, Kristen	Boyce	1.0 Middle School Teacher (PE)	Full Time	08-13-24
Wong, Sam	High School	1.0 Chemistry Teacher- LTS (C. Newman)	LTS	08-13-24 through 01-20-25

CHANGE OF STATUS

Staff Name	Location	Current Assignment	Current Assignment Status	New Assignment	New Assignment Status	Effective Date
Belack, Olivia	High School	Assistant Coach: High School Girls Soccer	Volunteer	Assistant Coach: High School Girls Soccer	ECA	08-12-24 through 10-25-24
Cagni, Nikolas	Substitute	1.0 Custodian	Full Time	Substitute Custodian	Substitute	08-08-24
DeBoer, Madelyn	Baker	Substitute Teacher (certified)	Substitute	1.0 Elementary Teacher- LTS (E. DelGreco)	LTS	08-14-24 through 11-26-24
Gramm, Judy	High School	NC General Worker	Part Time	Substitute NC General Worker	Substitute	08-13-24
Lund, Michelle	District Wide	Human Resources Temp	Part Time	.6 Human Resources Coordinator	Part Time	08-12-24
Mack, Aimee	District Wide	Human Resources Representative	Full Time	Human Resources Manager	Full Time	08-08-24
Reynolds, Logan	High School	Substitute Teacher (certified)	Substitute	1.0 High School Social Studies Teacher (R. Sivillo - per-diem)	Substitute	08-14-24 through 10-18-24
Roley, William Scott	Boyce	Custodian	Full Time	Head Custodian	Full Time	08-05-24
Schott, Courtney	Eisenhower	Substitute Teacher (certified)	Substitute	.5 Elementary Teacher	LTS	08-13-24 through LDTR

Serakowski, Evan	Eisenhower	Substitute Teacher (certified)	Substitute	1.0 Elementary Teacher (A. Seelye- per-diem)	Substitute	08-14-24 through 09-21-24
Sivillo, Ronald	High School	1.0 Social Studies Teacher	Full Time	Personal Leave of Absence	Leave	Beginning 08-23-24
Steigerwalt, Leia	Substitute	Substitute Teacher (certified)	Substitute	1.0 Elementary Teacher (G. Nicholson - per-diem)	Substitute	08-14-24 through 09-09-24
Tena, Angela	Boyce	0.5 Curriculum Leader: World Language K-8 & .5 Boyce French/.5 Boyce Spanish Teacher	Full Time	Personal Leave of Absence	leave	Beginning 08-14-24
Vavrek, Kaitlin	Eisenhower	.5 elementary Teacher	Part Time	1.0 Elementary Teacher	Full Time	08-14-24

REAPPOINTMENT

Staff Name	Location	Current Assignment	Current Assignment Status	Effective Date
Alkhafaji, Marwa	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Allen, Trina	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Alpern, Laura	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Barna, Diane	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Beard, Garrett	Ft. Couch	Middle School Coordinator	ECA	2024-2025 School Year
Beard, Lindsay	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Billotte, Janice	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Bobak, Linda	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Boelter, Laura	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Bond, Brianna	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Bowers, Andrew	Ft. Couch	Non-Competitive Robotics Coordinator	ECA	08-13-24 through 01-20-25 (1st semester)
Buckshaw, Nicholas	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Bulazo, Marina	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Cain, Lisa	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Calgaro, Louis	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Calvetti, Gregory	Ft. Couch	Coach: Middle School Cross Country Co-Ed	ECA	08-20-24 through 10-15-24
Caplan, Shanna	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Chakraborty, Ipsita	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Chapman, Lindsay	Substitute	Substitute Nurse	Substitute	08-01-24
Chirino, Eugenia	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24

Coker, Sarah	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Columbus, Jessica	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Conners, Lauren	Ft. Couch	Coach: Middle School Swimming	ECA	08-20-24 through 10-15-24
Constantino, Abbey	Ft. Couch	Coach: Middle School Volleyball	ECA	08-20-24 through 10-15-24
Cosentino, Stephen	Ft. Couch	Coach: Middle School Football	ECA	08-20-24 through 10-15-24
Cramer, Jennifer	Ft. Couch	Middle School Coordinator	ECA	2024-2025 School Year
Cunningham, Samuel	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Dalessandri, Gloria	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Davis, Amy	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
DeFrancesca, Patricia	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Delaney, April	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Dennin, Raymond	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
DePuy, Melissa	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Desmond, Michele	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Devaraj, Christilda	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Dillie, Pamela	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Ebeck, Joanne	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Fiedler, Sadielyn	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Figura, Joseph	High School	Assistant Coach: High School Football	ECA	08-12-24 through 10-25-24
Fnu, Mandakini	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Frollini, Dominick	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Fuentes Mateos, Maria del Pilar	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Gephart, Danielle	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Godla, Paulette	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Grove, Claire	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Guiliani, James	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Hanlon, Susan	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Henderson, Matthew	Boyce	Non-Competitive Robotics Coordinator	ECA	08-13-24 through 01-20-25 (1st semester)
Holzer, Daniel	High School	Head Coach: High School Boys Basketball	ECA	11-15-24 through 02-06-25
Hopkins, Amanda	Substitute	Substitute Teacher Aide	Substitute	08-01-24

Houck, Jamie	Ft. Couch	Coach: Middle School Girls Volleyball	ECA	08-20-24 through 10-15-24
Hutchinson, Jena	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Irwin, Michelle	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Johnson, Cole	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Junko, MistyDae	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Kinder, Peggy	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Klos, Marie	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Kobeski, Christine	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Krenn, Maria	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Kulzer, Jessica	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Lazar, Dara	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Lazzaro, Alyssa	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
LeBeau, Kristin	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Lentz, Tammy	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Lisien, Laura	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Lopez, Sarah	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Lowe, Daneen	Substitute	Substitute Nurse	Substitute	08-01-24
Mayberry, Kate	Substitute	Substitute Nurse	Substitute	08-01-24
Mazgaj, Joseph	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
McDonnell, Emma	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
McKenney, Julia	Substitute	Substitute Teacher Aide	Substitute	08-01-24
McMillen, Diane	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Miller, Tara	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Medice, Leslie	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Montgomery, Connie	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Moses, Kathryn	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Nelson, Sarah	Substitute	Substitute Teacher Aide	Substitute	08-01-24
ODonnell, Kerry	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Oney, David	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Ortenzo, Dominic	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24

Park, Laurie	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Paull, Gary	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Pawlak, Jane	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Peltz, Milica	Substitute	Substitute Nurse	Substitute	08-01-24
Peresie, Barbara	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Polfus, Jill	Ft. Couch	Assistant Middle School Coordinator	ECA	2024-2025 School Year
Porcari, Isabella	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Radacic, Lisa	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Reynolds, Logan	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Rigatti, Kathryn	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Rigot, Audrey	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Rising, Ellie	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Rooney, Conan	Ft. Couch	Coach: Middle School Football	ECA	08-20-24 through 10-15-24
Sarady-Andrews, Judit	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Schraven, David	Ft. Couch	Coach: Middle School Swimming	ECA	08-20-24 through 10-15-24
Sehrawat, Pinki	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Serbicki, Brenda	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Sharik, Erin	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Smith, Brooke	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Smith, Shayne	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Soulia, Morgan	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Spalaris, Emily	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Steinhaus, Paige	Ft. Couch	Coach: Middle School Cross Country Co-Ed	ECA	08-20-24 through 10-15-24
Stewart, Mary	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Stupar, Amy	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Swan, Suzanne	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Taylor, Elizabeth	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Taylor, Tracy	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Timko, Debra	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Toth, Zoltan	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24

Trew, Tracey	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Tweardy, Patricia	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Verdi, Lora	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Waldron, Melissa	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Weinheimer, Amanda	Substitute	Substitute Teacher Aide	Substitute	08-01-24
White, Jennifer	Substitute	Substitute Nurse	Substitute	08-01-24
Wilhelm, Samantha	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Wilson, Matthew	Ft. Couch	Competitive Middle School Robotics Coordinator	ECA	08-13-24 through 01-20-25 (1st semester)
Wise, Peter	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24
Yates, Aliceson	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Zierden, Lisa	Substitute	Substitute Teacher (ETC) and Aide	Substitute	08-01-24
Zofchak, Jennifer	Substitute	Substitute Teacher (Certified)	Substitute	08-01-24

RETIREMENT

Staff Name	Location	Current Assignment	Current Assignment Status	Effective Date
Altman, Lee	Bus Garage	Bus Driver	Part Time	06-06-24
Carson, Ray	District Wide	Sr. Director of Operations & Admin Services	Full Time	09-03-24
Pawloski, Glenn	Boyce	1.0 Custodian	Full Time	08-26-24
Suchan, Kenneth	Boyce	1.0 Head Custodian	Full Time	08-02-24
Walker, Amy	Bus Garage	Bus Attendant	Part Time	07-12-24

RESIGNATION

Staff Name	Location	Current Assignment	Current Assignment Status	Effective Date
Bilko, Megan	Ft. Couch	Coach: Middle School Swimming	ECA	07-30-24
Bitonti, Marissa	Substitute	Substitute Teacher (certified)	Substitute	07-30-24
Caruso, Martina	Substitute	Substitute Teacher (certified)	Substitute	07-30-24
Clegg, Natalie	Substitute	Substitute Teacher (ETC)	Substitute	07-31-24
Deegan, Sue	Substitute	Substitute Teacher (ETC)	Substitute	07-31-24

DiCenzo, Alexandra	Substitute	Substitute Teacher (ETC)	Substitute	07-31-24
Elias, Phillip Sr	Ft. Couch	Coach: Middle School Football	ECA	07-30-24
Elliott, Nicole	Substitute	Substitute Teacher (certified)	Substitute	07-31-24
Florkowski, Mandy	Substitute	Substitute Teacher (ETC)	Substitute	07-31-24
Geffery, Daniel	Substitute	Substitute Teacher (certified)	Substitute	07-31-24
Judkins, Hannah	High School	High School: Assistant Coach Girls Soccer	ECA	06-30-24
Long, Leslie	Substitute	Substitute Teacher	Substitute	08-01-24
Luxbacher, Travis	High School	Assistant Coach: High School 9th Grade Boys Soccer	ECA	08-01-24
Mack, Aimee	Ft. Couch	Coach: Middle School Field Hockey	ECA	08-01-24
McWilliams, Emily	High School	Marching Band: Assistant Band Director	ECA	06-30-24
Miller, Connor	Substitute	Substitute Teacher (certified)	Substitute	08-01-24
Morris, Alise	Substitute	Substitute Teacher (certified)	Substiute	08-01-24
Murphy, Rick	Ft. Couch	Coach: Middle School Football	ECA	07-30-24
Passieu, Tina	Substitute	Substitute Teacher	Substitute	07-30-24
Ricciuti, Jacob	Ft. Couch	Middle School: Wrestling Coach	ECA	06-18-24
Romanosky, Alena	Substitute	Substitute Nurse	Substiute	08-01-24
Schum, Glenn	High School	Marching Band: Technical Director	ECA	06-30-24
Schlichting, Jane	Substitute	Substitute Teacher	Substitute	08-01-24
Schuster, Jacob	Ft. Couch	Marching Band: Assistant Band Director (FC/HS)	ECA	06-30-24
Selig, Heliel	Substitute	Substitute Teacher (ETC)	Substitute	08-01-24
Scurci, Taylor	High School	Assistant Coach: Strength/Conditioning Coach	ECA	08-03-24
Strangis, Daniel	High School	Marching Band: Percussion Coordinator/Battery Instructor	ECA	06-30-24
Strangis, Jill	High School	Marching Band: Guard Coordinator	ECA	06-30-24
Sullivan, Kate	Substitute	Substitute Teacher (certified)	Substitute	08-01-24
Thomas, Amber	Substitute	Substiute Teacher	ECA	08-01-24
Waggoner, Alisa	Substitute	Substitute Teacher (certified)	Substitute	08-01-24
Wagner, Taran	Substitute	Substitute Teacher (certified)	Substitute	08-01-24
Walker, Justine	Substitute	Substitute Teacher Aide	Substitute	08-01-24
Weisbrod, Bailey	Substitute	Substitute Teacher	Substitute	08-01-24
Wells, Ryan	Ft. Couch	Middle School: Wrestling Coach	ECA	06-29-24
Zapp, Patricia	Substitute	Substitute Teacher	Substitute	08-01-24

OTHER

EE# 5118 - SSWCN Leave Beginning 06-11-24

INFORMATION ONLY

Bond, Brianna - Ft. Couch - change per diem sub 05-14-24 through 06-07-24 for S. Levine 1.0 Elementary to 1.0 Social Studies

Deutsch, Nicholas- (1.0 Secondary Instrumental Music Teacher) Location Change FROM .4 FC/.6 HS TO 1.0 HS effective 08-14-24

Dodd, Charles- (Marching Band: Set Designer/Carpenter) Salary change

Flynn, Todd- (Head Coach: High School Boys Golf) Salary change

Kopaz, Lynne- (1.0 German Teacher) Location Change FROM 1.0 Boyce German TO 1.0 HS Spanish effective 08-14-24

Lee, Kelly- (1.0 Spanish Teacher) Location Change FROM 1.0 HS to .4 FC/ .6 HS effective 08-14-24

Sebastio, Kate- (1.0 Spanish Teacher) Location Change FROM .5 FC/ .5 HS TO 1.0 HS effective 08-14-24

Seybert, John- (1.0 Music Teacher) location change FROM 1.0 HS TO 1.0 FC effective 08-14-24

Suchan, Kenneth (Boyce - 1.0 Head Custodian) Change Personal Leave of Absence FROM Beginning 04-24-24 TO 04-24-24 through 07-05-24

Tena, Angela - Assignment Change FROM .75 Boyce /.25 Boyce Spanish Teacher TO .5 Boyce French/.5 Boyce Spanish Teacher effective 08-14-24

Teagarden, Casey- (HS 1.0 Gifted Teacher) Salary change



Book	Policy Manual
Section	100 Programs
Title	Discrimination/Harassment Affecting Students
Code	103
Status	Revised First Reading: August 7, 2024

Authority

The Board declares it to be the policy of this district to provide an equal opportunity for all students to achieve their maximum potential through the programs and activities offered in the schools without discrimination on the basis of race, color, age, **religious** creed, religion, sex, sexual orientation, **sex/gender identity**, ancestry, national origin, marital status, pregnancy or handicap/disability.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]\[17\]](#)[\[18\]](#)

The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting **sex-based discrimination and** harassment. Inquiries regarding the application of Title IX to the district may be referred to the Title IX Coordinator, to the **Office for** Civil Rights of the U.S. Department of Education, or both.

The district is committed to the maintenance of a safe, positive learning environment for all students that is free from discrimination by providing all students **admission**, course offerings, counseling, assistance, services, employment, athletics and extracurricular activities without any form of discrimination, including Title IX **sex-based discrimination or** harassment. Discrimination is inconsistent with the rights of students and the educational and programmatic goals of the district and is prohibited at or in the course of district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

Definitions

General Definitions

Complaint shall mean an oral or written request to the district that objectively can be understood as a request to investigate and make a determination about alleged discrimination.[\[19\]](#)

Complainant shall mean a student who is alleged to have been subjected to conduct that could constitute discrimination in accordance with law and this policy, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute discrimination and who was participating or attempting to participate in a district education program or activity at the time of the alleged discrimination.[\[19\]](#)

Pregnancy or related conditions, as defined in federal law, shall mean:[\[19\]](#)[\[20\]](#)

- 1. Pregnancy, childbirth, termination of pregnancy, or lactation;**

2. **Medical conditions related to pregnancy, childbirth, termination of pregnancy, lactation; or**
3. **Recovery from pregnancy, childbirth, termination of pregnancy, lactation or related medical conditions.**

Pregnancy, as defined in state law, shall include the use of assisted reproductive technology, the state of being in gestation, childbirth, breastfeeding, the postpartum period after childbirth and medical conditions related to pregnancy.[21]

Respondent shall mean a person who is alleged to have violated the district's prohibition on discrimination in accordance with applicable law and this policy.[19]

Retaliation shall mean intimidation, threats, coercion or discrimination against any person by the district, a student, employee or other person authorized to provide a district aid, benefit or service, for the purpose of interfering with any right or privilege under applicable law or Board policy, or because the person has reported information, made a complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding or hearing, including an informal resolution process or any other actions taken by the district in accordance with applicable law and this policy and procedures. This term shall not include the district requiring an employee or other individual providing a district aid, benefit or service to participate or assist with an investigation, proceeding or hearing in accordance with applicable law and this policy.[19][22]

Discrimination Other Than Title IX

Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, **religious** creed, religion, sex, **gender identity**, sexual orientation, ancestry, national origin, marital status, pregnancy, or handicap/disability.

Harassment is a form of discrimination based on the protected classifications listed in this policy consisting of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets and name-calling, ridicule or mockery, insults or put downs, offensive objects or pictures, physical assaults or threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance when such conduct is:

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

Religious creed includes all aspects of religious observance, practice or belief.[23]

Religious beliefs include:[21]

1. **Moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views.**

2. **The beliefs a complainant professes without regard to whether a religious group espouses these beliefs.**

Race includes all of the following:[\[21\]](#)[\[24\]](#)

1. **Ancestry, national origin or ethnic characteristics.**
2. **Interracial marriage or association.**
3. **Traits associated with race, which includes but is not limited to, hair texture and protective hairstyles, such as braids, locks and twists.**
4. **Hispanic ancestry, national origin or ethnic characteristics.**
5. **Persons of any other national origin or ancestry as specified by a complainant or in a complaint.**

Sex includes:[\[21\]](#)[\[25\]](#)

1. **Pregnancy.**
2. **Sex assigned at birth.**
3. **Gender, including a person's gender identity or gender expression. Gender identity or expression may be demonstrated by consistent and uniform assertion of the gender identity or any other evidence that the gender identity is part of a person's core identity.**
4. **Affectional or sexual orientation, including heterosexuality, homosexuality, bisexuality and asexuality.**
5. **Differences of sex development, variations of sex characteristics or other intersex characteristics.**

Definitions Related to Title IX

Title IX sex-based discrimination includes discrimination on the basis of sex as defined by law and policy.[\[19\]](#)[\[26\]](#)[\[27\]](#)

Title IX sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including:[\[19\]](#)

1. ***Quid pro quo harassment*** – a district employee **or other person authorized to provide a district aid, benefit or service explicitly or impliedly** conditioning the provision of a **district** aid, benefit, or service on an individual's participation in unwelcome sexual conduct.
2. ***Hostile environment harassment*** - unwelcome **sex-based** conduct **that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a district education program or activity. Determination of whether a hostile environment has been created is a fact-specific inquiry that includes consideration of factors, including but not limited to:**
 - a. **The degree to which the conduct affected the complainant's ability to access the district's education program or activity;**

- b. **The type, frequency and duration of the conduct;**
- c. **The complainant's and respondent's ages, roles in the district education program or activity, previous interactions and other relevant factors;**
- d. **The location and context in which the conduct occurred; and**
- e. **Other sex-based harassment in the district's education program or activity.**

3. Sexual assault, dating violence, domestic violence or stalking.

- a. **Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors: [\[28\]](#)
 - i. Length of relationship.
 - ii. Type of relationship.
 - iii. Frequency of interaction between the persons involved in the relationship.
- b. **Domestic violence** includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. [\[28\]](#)
- c. **Sexual assault** means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. [\[29\]](#)
- d. **Stalking**, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either: [\[28\]](#)
 - i. Fear for their safety or the safety of others.
 - ii. Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as **sex-based discrimination or harassment under Title IX. This includes conduct that is subject to the district's disciplinary authority. An education program or activity includes, but is not limited to, academic, extracurricular, research, occupational training and other education programs or activities of the district. The district is obligated to address a sex-based hostile environment in a district education program or activity, even when some conduct is outside the district's program or activity, or outside of the United States.** [\[27\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)

Parent/Guardian, for the purposes of this policy and Title IX, shall mean the status of

a person who with respect to another person who is under the age of eighteen (18) or who is eighteen (18) or older but is incapable of self-care because of a physical or mental disability, is:[19]

- 1. A biological parent;**
- 2. An adoptive parent;**
- 3. A foster parent;**
- 4. A stepparent;**
- 5. A legal custodian or guardian;**
- 6. In loco parentis with respect to such person; or**
- 7. Actively seeking legal custody, guardianship, visitation or adoption of such a person.**

Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, **without unreasonably burdening a complainant or respondent** and without fee or charge to the complainant or the respondent, **in order to:[19]**
[31]

- 1. Restore or preserve access to the district's education program or activity, including measures designed to protect the safety of the individuals or the district's educational environment; or**
- 2. Provide support during the grievance procedures or during an informal resolution process.**

Supportive measures may include, but are not limited to:**[31]**

1. Counseling.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
- 5. Restrictions on contact applied to one or more parties.**
6. Changes in **class, work, housing or extracurricular or other activities.**
7. Leaves of absence.
8. Increased security.
9. Monitoring of certain areas of the campus.
- 10. Training and education programs related to sex-based harassment.**

11. Assistance from domestic violence or rape crisis programs.

12. Assistance from community health resources, including counseling resources.

Supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is

not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations **and** Board policy. **The Title IX Coordinator shall consult with the Director of Special Education in the implementation of supportive measures for students with an IEP or Section 504 Service Agreement.**[18][31][33][34] [35][36]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the[37]

Dr. Lauren Madia as the district's Compliance Officer and Title IX Coordinator for students. The Compliance Officer/Title IX Coordinator for students can be contacted at:

Address: 1775 McLaughlin Run Road, Upper St. Clair, PA 15241

Email: lmadia@uscsd.k12.pa.us

Phone Number: 412-833-1600 ext. 2113

The Compliance Officer and Title IX Coordinator shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures, **to monitor and address barriers to reporting** and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:[31]

1. Curriculum and Materials – Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.
2. **Counseling and Classes – Review of counseling and appraisal materials and access to classes and programs for stereotyping, bias and discrimination. If the district identifies that particular classes or courses contain a disproportionate number of individuals of one (1) sex, the district shall conduct a review to determine that the disproportion is not based on discriminatory practices.**[38]
3. Training – Provide training for students and staff to prevent, identify and alleviate **conduct which may constitute discrimination or harassment.**
4. Resources – Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures, such as making reports to **law enforcement**, and available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources, including counseling resources.
5. Student Access – Review of programs, activities, **facilities** and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.[27][38][39]

6. District Support – Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment and related areas. [\[40\]](#)[\[41\]](#) [\[42\]](#)
7. Student Evaluation – Review of assessments, procedures **and standards of measurement** for stereotyping and discrimination. [\[43\]](#)
8. Reports/**Complaints** – Monitor and provide technical assistance to individuals involved in managing **reports and complaints**.

Guidelines

When district programs and activities include separation on the basis of sex, in accordance with law and regulations, including but not limited to separate restroom or changing facilities or separate health and physical fitness activities, the district shall not implement such programs or activities in a manner that discriminates on the basis of sex, including an individual's gender identity. [\[27\]](#)[\[39\]](#)

Violations of this policy, including acts of retaliation as **defined** in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures, **and in accordance with applicable law and regulations.** [\[32\]](#)[\[34\]](#) [\[44\]](#)[\[45\]](#)[\[46\]](#)

The Board requires a notice stating that the district does not discriminate in any manner, including Title IX **sex-based discrimination and** harassment, in any district education program or activity, to be issued to all students, parents/guardians **or other legal representatives of students**, employees, applicants for **employment or admission**, and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the **name or** title, office address, phone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator. **The district's notice shall provide information on the location of the Board policy and complaint or grievance procedures, how to report information about conduct prohibited by this policy and how to file a complaint.** [\[37\]](#)

The Board directs that **this notice** be included in each student and staff handbook, **on the district website, and in each catalog, announcement, bulletin and application form for students. An abbreviated statement of the district's prohibition of discrimination, that individuals may report concerns to the Title IX Coordinator and location of the full notice on the district website may be published when necessary due to size or format of publications.** [\[37\]](#)

A copy of this policy and related attachments **shall also** be posted to the district's website.

Reports of Title IX **Sex-Based Discrimination or Harassment and Other Discrimination and Retaliation**

The Board encourages students and third parties who believe they or others have been subject to Title IX **sex-based discrimination or** harassment, other discrimination or retaliation to promptly report such incidents to the building principal **or Title IX Coordinator**, even if some elements of the related incident took place or originated away from school grounds, **education programs or** activities, or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the **conduct** may file a report of discrimination.

The student's parents/guardians or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal or **Title IX Coordinator**.

A school employee who suspects or is notified that a student **may have** been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the **Title IX Coordinator**, as well as properly making any mandatory **law enforcement** or child protective services reports required by law. [\[31\]](#)[\[47\]](#)[\[48\]](#)

If the **Title IX Coordinator** is the subject of a complaint, the student, third party, **building principal** or a reporting employee shall report the incident directly to the **Superintendent or designee**.

The complainant or the individual making the report may use the Discrimination/**Harassment**/Bullying/Hazing/Dating Violence/Retaliation Report Form attached to this policy for purposes of reporting an incident or incidents in writing; however, **oral** reports of an incident or incidents shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

The building principal shall promptly notify the Title IX Coordinator of all reports of discrimination, Title IX **sex-based discrimination and** harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures **and reasonable safety concerns**.[\[31\]](#)

The Title IX Coordinator shall conduct an assessment to determine whether the reported **conduct meets** the definition of Title IX **sex-based discrimination or** harassment and **the appropriate procedures to address the conduct in accordance with this Board policy and procedures, or other Board policies**.[\[31\]](#)

If the Title IX Coordinator reasonably determines that the conduct may constitute sex based discrimination or harassment, the Title IX Coordinator shall take the following steps under Title IX and this Board policy and procedures:[\[31\]](#)

- 1. Treat the complainant and respondent equitably.**
- 2. Offer and coordinate supportive measures, as appropriate, for the complainant and respondent.**
- 3. Notify the complainant or individual who reported the conduct of the grievance procedures and informal resolution process, if available and appropriate.**
- 4. If a complaint is made, notify the respondent of the grievance procedures and, if applicable, the informal resolution process.**
- 5. Initiate the grievance procedures or informal resolution process, if available and appropriate.**
- 6. In the absence of a complaint or withdrawal of any or all allegations in a complaint, and in the absence or termination of an informal resolution process, determine whether to initiate a complaint under the grievance procedures, in accordance with law, regulations and the grievance procedures.**
- 7. If initiating a complaint under the grievance procedures, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety and the safety of others, including by providing supportive measures.**

8. Take other prompt and effective steps to ensure that sex-based discrimination and harassment does not continue or recur within the district's education programs or activities.

Disciplinary Procedures When Reports Allege Title IX **Sex-Based Discrimination or** Harassment

When a report alleges Title IX **sex-based discrimination or** harassment, disciplinary sanctions may not be imposed until the completion of the grievance **procedures**. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance **procedures**.[\[32\]](#)

When an emergency removal, as described **in the grievance procedures, is** warranted to address an **imminent and serious** threat to the physical health or safety of an individual, and it is not feasible to continue educational services remotely or in an alternative setting, the normal procedures for suspension and expulsion shall be conducted to accomplish the removal, including specific provisions to address a student with a disability where applicable. **The district shall provide the respondent with notice and an opportunity to challenge the emergency removal immediately following the removal.**[\[31\]](#)[\[34\]](#)[\[35\]](#)[\[36\]](#)[\[45\]](#)

When an emergency removal is not required, disciplinary sanctions shall be considered in the course of the Title IX grievance **procedures**. Following the issuance of the **determination** and any applicable appeal, any disciplinary action specified in the **determination** or appeal decision shall be implemented in accordance with the normal procedures for suspensions, expulsions or other disciplinary actions, including specific provisions to address a student with a disability where applicable.[\[34\]](#)[\[35\]](#)[\[44\]](#)[\[45\]](#)

Discipline/Placement of Student Convicted or Adjudicated of Sexual Assault

Upon notification of a conviction or adjudication of a student in this district for sexual assault against another student enrolled in this district, the district shall comply with the disciplinary or placement requirements established by state law and Board policy.[\[49\]](#)[\[50\]](#)

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a report and the investigation related to any form of discrimination or retaliation, including Title IX **sex-based discrimination or** harassment, shall be handled in accordance with applicable law, regulations, **Board policy and procedures**, and the district's legal and investigative obligations **to carry out the grievance procedures.**[\[22\]](#)[\[32\]](#)[\[51\]](#)[\[52\]](#)

The district shall not disclose personally identifiable information except in the following circumstances:[\[31\]](#)[\[51\]](#)[\[53\]](#)[\[54\]](#)

1. **When the district has obtained prior written consent in accordance with law.**
2. **When the information is disclosed to a parent/guardian as defined in this policy or other authorized legal representative with the legal right to receive disclosures on behalf of the individual.**
3. **To carry out the requirements of this policy and the accompanying procedures.**
4. **As required or permitted by applicable law or regulations or the requirements of grant funding.**

Retaliation

The Board prohibits retaliation, **including peer retaliation between students**, by the

district or any other person against any person for: [\[19\]](#)[\[22\]](#)

1. Reporting or making a **complaint** of **conduct that may constitute** discrimination or retaliation, including Title IX **sex-based discrimination or** harassment.
2. Testifying, assisting, participating or refusing to participate in a related investigation, process or other proceeding or hearing.
3. Acting in opposition to practices the person reasonably believes to be discriminatory.

The district, its employees and others are prohibited from intimidating, threatening, coercing or discriminating against anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if retaliation is believed to have occurred. **The district shall respond to reports of retaliation by initiating the appropriate procedures in accordance with applicable law, regulations and this Board policy. Retaliation that falls under Title IX shall be addressed through the grievance procedures or, as appropriate, through the informal resolution process.**[\[22\]](#)

Title IX **Sex-Based Discrimination and** Harassment Training Requirements

The district shall provide training annually to all school employees on:[\[37\]](#)

1. **The district's obligation to address sex-based discrimination and harassment in district education programs and activities.**
2. **The scope of conduct that constitutes sex-based discrimination and harassment, as defined in the law and this policy.**
3. **Staff responsibility to provide the Title IX Coordinator's contact information to students or parents/guardians and to notify the Title IX Coordinator regarding conduct that may constitute sex-based discrimination or harassment, in accordance with this Board policy and procedures.**

The Compliance Officer/Title IX Coordinator, investigators, decision-makers, any **staff responsible to implement grievance procedures** related to Title IX **sex-based discrimination or** harassment **and any staff authorized to modify or terminate supportive measures** shall receive the following training **annually**, as required or appropriate to their specific role: [\[37\]](#)

1. **The district's obligations under Title IX, including definitions of sex-based discrimination and harassment.**
2. **The grievance procedures used to address Title IX complaints.**
3. **How to conduct an investigation**, including examination of evidence, drafting **reports and** determinations, **and** handling appeals, as applicable.
4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.
5. Issues of relevance **in relation to** questions and evidence, **and the types of evidence that are impermissible regardless of relevance.**
6. How to address complaints when the alleged conduct does not qualify as Title IX **sex based discrimination or** harassment but should be addressed under another complaint

process or Board policy.

Staff designated to facilitate the informal resolution process shall receive training annually on the rules and practices associated with the informal resolution process and how to serve impartially, including by avoiding conflicts of interest and bias.[\[37\]](#)

The Title IX Coordinator and designees shall receive the following training annually, in addition to all other training required by Title IX and this policy:[\[37\]](#)

- 1. Specific responsibilities of the Title IX Coordinator, in accordance with law and Board policy and procedures.**
- 2. The district's recordkeeping system and requirements for recordkeeping in accordance with Title IX and Board policy and administrative regulations.**[\[53\]](#)[\[54\]](#) [\[55\]](#)[\[56\]](#)
- 3. Any other training required to coordinate the district's compliance with Title IX and other applicable laws, regulations and Board policy.**

All training materials shall be retained for at least seven (7) years and must be made available for inspection upon request from a member of the public.[\[37\]](#)[\[56\]](#)[\[57\]](#)

Disciplinary Consequences

A student **whose conduct** is determined to be **in** violation of this policy, **including a determination of sex-based harassment**, shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include but is not limited to:[\[34\]](#)[\[44\]](#) [\[45\]](#)

1. Loss of school privileges.
2. Permanent transfer to another school building, classroom or school bus.
3. Exclusion from school-sponsored **and extracurricular** activities.
4. Detention.
5. Suspension.
6. Expulsion.
7. Referral to law enforcement officials.

An employee who violates this policy, **including a determination of sex-based harassment**, shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[\[46\]](#)[\[58\]](#)

Handling of Reports

All reports of discrimination or Title IX sex-based discrimination or harassment shall be handled in accordance with the Grievance Procedures attached to this policy.[\[32\]](#)

This policy is based on conduct that occurred on or after August 1, 2024. Complaints based on conduct before that date may be addressed under the version of Policy

103/104 and its attachments in effect on the date of the reported incident. In addition, under other circumstances, such as a court order prohibiting the application of current federal regulations to certain schools or individuals, the School District may apply the version of Policy 103/104 and its attachments in effect immediately prior to August 1, 2024. Copies of prior versions of Policy 103/104 and its attachments are available from the Title IX Coordinator(s) upon request.

PSBA Revision 7/24 @2024

Legal

[1. 24 P.S. 1301](#)

[2. 24 P.S. 1310](#)

[3. 24 P.S. 1601-C et seq](#)

[4. 22 PA Code 4.4](#)

[5. 22 PA Code 12.1](#)

[6. 22 PA Code 12.4](#)

[7. 22 PA Code 15.1 et seq](#)

[8. 24 P.S. 5004](#)

[9. 43 P.S. 951 et seq](#)

[10. 16 PA Code 41.201 et seq](#)

[11. 20 U.S.C. 1681 et seq](#)

[12. 34 CFR Part 106](#)

[13. 29 U.S.C. 794](#)

[14. 42 U.S.C. 1981 et seq](#)

[15. 42 U.S.C. 2000d et seq](#)

[16. 42 U.S.C. 12101 et seq](#)

[17. U.S. Const. Amend. XIV, Equal Protection Clause](#)

18. Pol. 103.1

[19. 34 CFR 106.2](#)

20. Pol. 234

[21. 16 PA Code 41.204](#)

[22. 34 CFR 106.71](#)

[23. 16 PA Code 41.205](#)

[24. 16 PA Code](#)

[41.207](#)

[25. 16 PA Code](#)

[41.206](#)

[26. 34 CFR 106.10](#)

[27. 34 CFR 106.31](#)

[28. 34 U.S.C.](#)

[12291](#)

[29. 20 U.S.C. 1092](#)

[30. 34 CFR 106.11](#)

[31. 34 CFR 106.44](#)

[32. 34 CFR 106.45](#)

33. Pol. 113

34. Pol. 113.1

35. Pol. 113.2

36. Pol. 113.3

[37. 34 CFR 106.8](#)

[38. 34 CFR](#)

[106.34-106.36 39. 34](#)

[CFR 106.41](#)

[40. 34 CFR 106.33](#)

[41. 34 CFR 106.37](#)

42. Pol. 150

[43. 34 CFR 106.43](#)

44. Pol. 218

45. Pol. 233

46. Pol. 317

47. Pol. 805.1

48. Pol. 806

[49. 24 P.S. 1318.1](#)

50. Pol. 218.3

[51. 20 U.S.C.](#)

[1232g 52. 34 CFR](#)

[Part 99](#)

53. Pol. 113.4

54. Pol. 216

55. Pol. 324

56. Pol. 800

57. Pol. 801

58. Pol. 317.1

[20 U.S.C. 1400 et](#)

[seq 28 CFR Part 35](#)

[28 CFR Part 41](#)

[34 CFR Part 100](#)

[34 CFR Part 104](#)

[34 CFR Part 106](#)

[34 CFR Part 110](#)

[U.S. Const. Amend. I](#)

Franklin v. Gwinnett County Public Schools, 503 U.S. 60 (1992)

Bostock v. Clayton County, 590 U.S., 140 S. Ct. 1731 (2020)

Davis v. Monroe County Board of Education, 526 U.S. 629 (1999)

Gebser v. Lago Vista Independent School District, 524 U.S. 274 (1998)

Office for Civil Rights - Fact Sheet: Harassment Based on Race, Color, or National Origin on School Campuses (July 2024)

[Office for Civil Rights - Resources for Addressing Racial Harassment](#)

[18 Pa. C.S.A. 2709](#)

Pol. 122

Pol. 123

Pol. 138

Pol. 220

Pol. 247

Pol. 249

Pol. 251

Pol. 252

Pol. 320

Pol. 701

Pol. 815

[103 Report Form.pdf \(351 KB\)](#) [103-Discrimination Complaint Procedures.docx \(50 KB\)](#)

[103-Grievance Procedures.docx \(98 KB\)](#) [103-ConfidentialityTemplate Letter.docx \(29 KB\)](#)



Book	Policy Manual
Section	100 Programs
Title	Discrimination/Harassment Affecting Staff
Code	104
Status	Revised First Reading: August 7 ,2024

Authority

The Board declares it to be the policy of this district to provide to all persons equal access to all categories of employment in this district, regardless of race, color, age, **religious** creed, religion, sex, sexual orientation, **sex/gender identity**, ancestry, national origin, marital status, genetic information, handicap/disability or pregnancy, **childbirth or pregnancy-related medical conditions**. The district shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, **as well as pregnancy, childbirth and pregnancy-related medical conditions**, consistent with the requirements of federal and state laws and regulations.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]\[8\]\[9\]\[10\]\[11\]\[12\]\[13\]](#)

The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting **sex-based discrimination and** harassment. Inquiries regarding the application of Title IX to the district may be referred to the Title IX Coordinator, to the **Office** for Civil Rights of the U.S. Department of Education, or both.

Definitions

General Definitions

Complaint shall mean an oral or written request to the district that objectively can be understood as a request to investigate and make a determination about alleged discrimination.[\[14\]](#)

Complainant shall mean an individual who is alleged to have been subject to conduct that could constitute discrimination in accordance with law and this policy.[\[14\]](#)

Pregnancy, childbirth and pregnancy-related medical conditions, as defined in federal law, refers to the pregnancy or childbirth of the specific employee and includes, but is not limited to, current pregnancy; past pregnancy or recovery; termination of pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment and the use of contraception); labor; childbirth; and lactation. Related medical conditions are medical conditions relating to the pregnancy, termination of pregnancy, childbirth or lactation of the specific employee.[\[14\]\[15\]](#)

Pregnancy, as defined in state law, shall include the use of assisted reproductive technology, the state of being in gestation, childbirth, breastfeeding, the postpartum period after childbirth and medical conditions related to pregnancy.[\[16\]](#)
Respondent shall mean a person who is alleged to have violated the district’s prohibition

on discrimination in accordance with applicable law and this policy.[\[14\]](#)

Retaliation shall mean intimidation, threats, coercion or discrimination against any person by the district, a student, employee or other person authorized to provide a district aid, benefit or service, for the purpose of interfering with any right or privilege under applicable law or Board policy, or because the person has reported information, made a complaint, testified, assisted, participated or refused to participate in any manner in an investigation, proceeding or hearing, including an informal resolution process or any other actions taken by the district in accordance with applicable law and this policy and procedures. This term shall not include the district requiring an employee or other individual providing a district aid, benefit or service to participate or assist with an investigation, proceeding or hearing in accordance with applicable law and this policy.[\[14\]](#)[\[17\]](#)

Discrimination **Other Than Title IX**

Discrimination shall mean to treat individuals differently, or to harass or victimize based on a protected classification including race, color, age, **religious** creed, religion, sex, **gender identity**, sexual orientation, genetic information, ancestry, national origin, marital status, handicap/disability, pregnancy, **childbirth or pregnancy-related conditions, or based on an individual's association with a person who has a protected classification.**

Harassment is a form of discrimination based on the protected classifications listed in this policy, **or association with an individual who has a protected classification**, consisting of **objectively and subjectively hostile** conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes **or comments**, slurs, **stereotypes**, epithets and name calling, ridicule or mockery, insults or put-downs, offensive objects or pictures, physical assaults or threats, intimidation, **ostracism, misgendering or denial of access to facilities consistent with an individual's gender identity**, or other conduct that **affects a term, condition or privilege of employment**, and may be harmful or humiliating or interfere with a person's school or school-related work performance, including when: [\[9\]](#)

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

Examples of harassment based on race, color, ancestry or national origin may include but not be limited to harassment regarding traits or characteristics related to an individual's name, cultural dress or diet, accent, linguistic characteristics or manner of speech, or physical characteristics, such as hairstyles or hair texture.

Harassment based on religion, religious creed, sex, pregnancy or related conditions, or handicap/disability may include harassment based on a request for or receipt of a reasonable accommodation.

Discrimination or harassment based on handicap/disability may also include harassment based on how an individual speaks, looks or moves, as well as discrimination or harassment because an individual is regarded as having an impairment, even if the individual does not have an actual disability; has a

record or history of a disability, even if the individual does not currently have a disability; or is associated with an individual who has a disability.

Religious creed includes all aspects of religious observance, practice or belief.[\[18\]](#)

Religious beliefs include:[\[16\]](#)

1. **Moral or ethical beliefs as to what is right and wrong which are sincerely held with the strength of traditional religious views.**
2. **The beliefs a complainant professes without regard to whether a religious group espouses these beliefs.**

Race includes all of the following:[\[16\]](#)[\[19\]](#)

1. **Ancestry, national origin or ethnic characteristics.**
2. **Interracial marriage or association.**
3. **Traits associated with race, which includes but is not limited to, hair texture and protective hairstyles, such as braids, locks and twists.**
4. **Hispanic ancestry, national origin or ethnic characteristics.**
5. **Persons of any other national origin or ancestry as specified by a complainant or in a complaint.**

Sex includes:[\[16\]](#)[\[20\]](#)

1. **Pregnancy.**
2. **Sex assigned at birth.**
3. **Gender, including a person's gender identity or gender expression. Gender identity or expression may be demonstrated by consistent and uniform assertion of the gender identity or any other evidence that the gender identity is part of a person's core identity.**
4. **Affectional or sexual orientation, including heterosexuality, homosexuality, bisexuality and asexuality.**
5. **Differences of sex development, variations of sex characteristics or other intersex characteristics.**

Definitions Related to Title IX

Title IX sex-based discrimination includes discrimination on the basis of sex as defined by law and policy.[\[14\]](#)[\[21\]](#)[\[22\]](#)

Title IX sex-based harassment is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including:[\[14\]](#)

1. ***Quid pro quo harassment* - a district employee or other person authorized to provide a district aid, benefit or service explicitly or impliedly conditioning the provision of a district aid, benefit, or service on an individual's participation in unwelcome sexual conduct.**
2. ***Hostile environment harassment* - unwelcome sex-based conduct that, based on the**

totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a district education program or activity. Determination of whether a hostile environment has been created is a fact-specific inquiry that includes consideration of factors, including but not limited to:

- a. The degree to which the conduct affected the complainant's ability to access the district's education program or activity;**
- b. The type, frequency and duration of the conduct;**
- c. The complainant's and respondent's ages, roles in the district education program or activity, previous interactions and other relevant factors;**
- d. The location and context in which the conduct occurred; and**
- e. Other sex-based harassment in the district's education program or activity.**

3. Sexual assault, dating violence, domestic violence or stalking.

- a. **Dating violence** means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors: [\[23\]](#)
 - i. Length of relationship.
 - ii. Type of relationship.
 - iii. Frequency of interaction between the persons involved in the relationship.
- b. **Domestic violence** includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. [\[23\]](#)
- c. **Sexual assault** means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. [\[24\]](#)
- d. **Stalking**, under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either: [\[23\]](#)
 - i. Fear for their safety or the safety of others.
 - ii. Suffer substantial emotional distress.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as **sex-based discrimination or** harassment under Title IX. **This includes conduct that is subject to the district's disciplinary authority. An**

education program or activity includes, but is not limited to, academic, extracurricular, research, occupational training and other education programs or activities of the district. The district is obligated to address a sex-based hostile environment in a district education program or activity, even when some conduct is outside the district's program or activity, or outside of the United States.[\[22\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

Supportive measures shall mean nondisciplinary, nonpunitive individualized services offered as appropriate, as reasonably available, **without unreasonably burdening a complainant or respondent** and without fee or charge to the complainant or the respondent **in order to:**[\[14\]](#)
[\[26\]](#)

- 1. Restore or preserve access to the district's education program or activity, including measures designed to protect the safety of the individuals or the district's educational environment; or**
- 2. Provide support during the grievance procedures or during an informal resolution process.**

Supportive measures may include, but are not limited to:[\[26\]](#)

1. Counseling or Employee Assistance Program.
2. Extensions of deadlines or other course-related adjustments.
3. Modifications of work or class schedules.
4. Campus escort services.
5. **Restrictions** on contact **applied to one or more** parties.
6. Changes in work locations **or other activities.**
7. Leaves of absence.
8. Increased security.
9. Monitoring of certain areas of the campus.
10. **Training and education programs related to sex-based harassment.**
11. Assistance from domestic violence or rape crisis programs.
12. Assistance from community health resources, including counseling resources.

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the[\[28\]](#)

Dr. Amy Pfender as the district's Compliance Officer/Title IX Coordinator for employees. The Compliance Officer/Title IX Coordinator can be contacted at:

Address: 1775 McLaughlin Run Road, Upper St. Clair, PA 15241

Email: apfender@uscscd.k12.pa.us

Phone Number: 412-833-1600, ext. 2062

The Compliance Officer/Title IX Coordinator shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or

modifications to procedures, **to monitor and address barriers to reporting** and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:[26]

1. Review - Review of personnel **and hiring** practices and actions for discriminatory bias and compliance with laws against discrimination **and harassment**, to include monitoring and **promptly implementing** corrective measures when appropriate. **This may include, but is not limited to, changes to** written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, nonrenewal of contracts and proposed employee disciplinary actions up to and including termination; **and provision of employee benefits and services.**
2. Training - Provide training for supervisors and staff to prevent, identify and alleviate **conduct which may constitute** discrimination **or harassment.**
3. Resources - Maintain and provide information to staff on resources available to **complainants** in addition to the school complaint procedure or Title IX procedures, such as making reports to **law enforcement**, and available supportive measures such as assistance from domestic violence or rape crisis programs, and community health resources, including counseling resources.
4. Reports/**Complaints** - Monitor and provide technical assistance to individuals involved in managing **reports** and **complaints.**

Guidelines

When district programs and activities include separation on the basis of sex, in accordance with law and regulations, including but not limited to separate restroom or changing facilities, the district shall not implement such programs or activities in a manner that discriminates on the basis of sex, including an individual's gender identity.[22][29]

Violations of this policy, including acts of retaliation as defined in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures, and in accordance with applicable law and regulations.[27][30][31]

The Board requires a notice stating that the district does not discriminate in any manner, including Title IX **sex-based discrimination and** harassment, in any district education program or activity, to be issued to all students, parents/guardians **or other legal representatives of students**, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the **name or** title, office address, phone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator. **The district's notice shall provide information on the location of the Board policy and complaint or grievance procedures, how to report information about conduct prohibited by this policy and how to file a complaint.[28]**

The Board directs that this notice be included in each staff handbook, on the district website, and in each catalog, announcement, bulletin and application form for applicants and employees. An abbreviated statement of the district's prohibition of discrimination, that individuals may report concerns to the Title IX Coordinator and location of the full notice on the district website may be published when necessary due to size or format of publications. A copy of this policy and related attachments shall

also be posted to the district's website.[28]

The Board shall engage in the interactive process with qualified employees and provide reasonable accommodations in accordance with applicable law and regulations.[11][12][32]

The district shall not require a qualified employee to take paid or unpaid leave for pregnancy, childbirth or pregnancy-related medical conditions if another reasonable accommodation can be provided to address the employee's known limitations.[33][34][35][36]

Reports of Title IX **Sex-Based Discrimination and** Harassment and Other Discrimination and Retaliation

The Board encourages employees, **applicants** and third parties who believe they or others have been subject to Title IX **sex-based discrimination and** harassment, other discrimination, **harassment** or retaliation to promptly report such incidents to the building principal or **Title IX Coordinator**. A person who is not an intended victim or target of discrimination **or harassment** but is adversely affected by the **conduct** may file a report of **sex-based** discrimination.

An employee serving in a supervisory position who suspects or is notified that a district employee may have been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Title IX Coordinator.

If the **Title IX Coordinator** is the subject of a complaint, the complainant, **building principal** or the individual making the report shall direct the report of the incident to the **Superintendent or designee**.

The complainant or the individual making the report may use the Discrimination/Harassment/Retaliation Report Form attached to this policy for purposes of reporting an incident or incidents in writing; however, **oral** reports of an incident or incidents shall be accepted, documented and the procedures of this policy and the relevant attachments followed.

The building **principal** shall promptly notify the Title IX Coordinator of all reports of discrimination, **harassment**, Title IX **sex-based discrimination and** harassment or retaliation. The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures **and reasonable safety concerns.[26]**

The Title IX Coordinator shall conduct an assessment to determine whether the reported **conduct meets** the definition of Title IX **sex-based discrimination or** harassment and **the appropriate procedures to address the conduct in accordance with this Board policy and procedures, or other Board policies.[26]**

If the Title IX Coordinator reasonably determines that the conduct may constitute sex based discrimination or harassment, or other discrimination or harassment, the Title IX Coordinator shall take the following steps under applicable law and regulations, this Board policy and procedures:[26]

- 1. Treat the complainant and respondent equitably.**
- 2. Offer and coordinate supportive measures, as appropriate, for the complainant and respondent.**
- 3. Notify the complainant or individual who reported the conduct of the grievance**

procedures and informal resolution process, if available and appropriate.

- 4. If a complaint is made, notify the respondent of the grievance procedures and, if applicable, the informal resolution process.**
- 5. Initiate the grievance procedures or informal resolution process, if available and appropriate.**
- 6. In the absence of a complaint or withdrawal of any or all allegations in a complaint, and in the absence or termination of an informal resolution process, determine whether to initiate a complaint under the grievance procedures, in accordance with law, regulations and the grievance procedures.**
- 7. If initiating a complaint under the grievance procedures, notify the complainant prior to doing so and appropriately address reasonable concerns about the complainant's safety and the safety of others, including by providing supportive measures.**
- 8. Take other prompt and effective steps to ensure that sex-based discrimination and harassment or other discrimination or harassment does not continue or recur within the district's education programs or activities.**

Disciplinary Procedures when Reports Allege Title IX **Sex-Based Discrimination or** Harassment

When a report alleges Title IX **sex-based discrimination or** harassment, disciplinary sanctions may not be imposed until the completion of the grievance **procedures**. The district shall presume that the respondent is not responsible for the alleged conduct until a determination has been made at the completion of the grievance **procedures**.[\[27\]](#)

Administrative Leave –

When an employee, based on an individualized safety and risk analysis, poses an **imminent and serious** threat to the health or safety of any student or other individual, the employee may be removed on an emergency basis. **The employee will be provided with notice and provided an opportunity to challenge the emergency removal immediately following the removal.**[\[26\]](#)[\[30\]](#)

An accused, nonstudent district employee may be placed on administrative leave during the pendency of the grievance **procedures**, consistent with all rights under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, and in accordance with state law and regulations, Board policy and an applicable collective bargaining agreement or individual contract.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a report and the investigation related to any form of discrimination or retaliation, including Title IX **sex-based discrimination or** harassment, shall be handled in accordance with applicable law, regulations, **Board policy and procedures**, and the district's legal and investigative obligations **to carry out the grievance procedures**.[\[17\]](#)[\[27\]](#)[\[37\]](#)[\[38\]](#)

The district shall not disclose personally identifiable information except in the following circumstances:[\[26\]](#)[\[37\]](#)[\[38\]](#)[\[39\]](#)[\[40\]](#)[\[41\]](#)[\[42\]](#)

- 1. When the district has obtained prior written consent in accordance with law.**
- 2. When student information is disclosed to a parent/guardian as defined in Board**

policy or other authorized legal representative with the legal right to receive disclosures on behalf of the individual.

- 3. To carry out the requirements of this policy and the accompanying procedures.**
- 4. As required or permitted by applicable law or regulations or the requirements of grant funding.**

Retaliation

The Board prohibits retaliation by the district or any other person against any person for:[\[17\]](#)
[\[43\]](#)

1. Reporting or making a **complaint** of **conduct that may constitute** discrimination or retaliation, including Title IX **sex-based discrimination or** harassment.
2. Testifying, assisting, participating **in any manner** or refusing to participate in a related investigation, process or other proceeding or hearing.
3. Acting in opposition to practices the person reasonably believes to be discriminatory.

The district, its employees and others are prohibited from intimidating, threatening, **harassing**, coercing or discriminating against anyone for actions described above. Individuals are encouraged to contact the Title IX Coordinator immediately if they believe retaliation has occurred. **The district shall respond to reports of retaliation by initiating the appropriate procedures in accordance with applicable law, regulations and this Board policy. Retaliation that falls under Title IX shall be addressed through the grievance procedures or, as appropriate, through the informal resolution process.**[\[17\]](#)

Title IX **Sex-Based Discrimination and** Harassment Training Requirements

The district shall provide training annually to all school employees on:[\[28\]](#)

- 1. The district's obligation to address sex-based discrimination and harassment in district education programs and activities.**
- 2. The scope of conduct that constitutes sex-based discrimination and harassment, as defined in the law and this policy.**
- 3. Staff responsibility to provide the Title IX Coordinator's contact information to students or parents/guardians and to notify the Title IX Coordinator regarding conduct that may constitute sex-based discrimination or harassment, in accordance with Board policy and procedures.**[\[41\]](#)

The Compliance Officer/Title IX Coordinator, investigators, decision-makers, or any **staff responsible to implement grievance procedures** related to Title IX **sex-based discrimination or** harassment **and any staff authorized to modify or terminate supportive measures** shall receive the following training **annually**, as required or appropriate to their specific role:[\[28\]](#)

- 1. The district's obligations under Title IX, including** definitions of **sex-based discrimination and** harassment.
- 2. The grievance procedures used to address Title IX complaints.**
- 3. How to conduct an investigation**, including examination of evidence, **interviewing witnesses, evaluating credibility**, drafting **reports and** determinations, **and** handling appeals, as applicable.

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.
5. Issues of relevance **in relation to** questions and evidence, **and the types of evidence that are impermissible regardless of relevance.**
6. How to address complaints when the alleged conduct does not qualify as Title IX **sex based discrimination or** harassment but could be addressed under another complaint process or Board policy.[30][31][44][45]

Staff designated to facilitate the informal resolution process shall receive training annually on the rules and practices associated with the informal resolution process and how to serve impartially, including by avoiding conflicts of interest and bias.[28]

The Title IX Coordinator and designees shall receive the following training annually, in addition to all other training required by Title IX and this policy:[28]

1. **Specific responsibilities of the Title IX Coordinator, in accordance with law and Board policy and procedures.**
2. **The district's recordkeeping system and requirements for recordkeeping in accordance with Title IX and Board policy and administrative regulations.[40][46]**
3. **Any other training required to coordinate the district's compliance with Title IX and other applicable laws, regulations and Board policy.**

All training materials shall be **retained for at least seven (7) years and must be made available for inspection upon request from a member of the public.[28][46][47]**

Disciplinary Consequences

An employee who violates this policy, **including a determination of sex-based harassment**, shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.[30][31]

Handling of Reports

All reports of discrimination or Title IX sex-based discrimination or harassment shall be handled in accordance with the Grievance Procedures attached to this policy.

This policy is based on conduct that occurred on or after August 1, 2024. Complaints based on conduct before that date may be addressed under the version of Policy 104 and its attachments in effect on the date of the reported incident. In addition, under other circumstances, such as a court order prohibiting the application of current federal regulations to certain schools or individuals, the School District may apply the version of Policy 103/104 and its attachments in effect immediately prior to August 1, 2024. Copies of prior versions of Policy 103/104 and its attachments are available from the Title IX Coordinator(s) upon request.

PSBA 7/24 @2024

Legal [1. 43 P.S. 336.3](#)

[2. 43 P.S. 951 et seq](#)

- [3. 34 CFR Part 106](#)
- [4. 20 U.S.C. 1681 et seq](#)
- [5. 29 U.S.C. 206](#)
- [6. 29 U.S.C. 621 et seq](#)
- [7. 29 U.S.C. 794](#)
- [8. 42 U.S.C. 1981 et seq](#)
- [9. 42 U.S.C. 2000e et seq](#)
- [10. 42 U.S.C. 2000ff et seq](#)
- [11. 42 U.S.C. 12101 et seq](#)
- [12. 29 CFR Part 1636](#)
- [13. U.S. Const. Amend. XIV, Equal Protection Clause](#)
- [14. 34 CFR 106.2](#)
- [15. 29 CFR 1636.3](#)
- [16. 16 PA Code 41.204](#)
- [17. 34 CFR 106.71](#)
- [18. 16 PA Code 41.205](#)
- [19. 16 PA Code 41.207](#)
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- [21. 34 CFR 106.10](#)
- [22. 34 CFR 106.31](#)
- [23. 34 U.S.C. 12291](#)
- [24. 20 U.S.C. 1092](#)
- [25. 34 CFR 106.11](#)
- [26. 34 CFR 106.44](#)
- [27. 34 CFR 106.45](#)
- [28. 34 CFR 106.8](#)
- [29. 34 CFR 106.41](#)
30. Pol. 317
31. Pol. 317.1
- [32. 29 CFR 1630.1 et seq](#)
- [33. 29 CFR 1636.4](#)
34. Pol. 335
35. Pol. 336
36. Pol. 339
- [37. 20 U.S.C. 1232g](#)
- [38. 34 CFR Part 99](#)
39. Pol. 216
40. Pol. 324
41. Pol. 103
42. Pol. 113.4

[43. 29 CFR 1636.5](#)

44. Pol. 806

45. Pol. 824

46. Pol. 800

47. Pol. 801

[18 Pa. C.S.A. 2709](#)

[16 PA Code 41.201 et seq](#)

[28 CFR 35.140](#)

[28 CFR Part 41](#)

[29 CFR Parts 1600-1691](#)

[U.S. Equal Employment Opportunity Commission Questions and Answers on Religious Discrimination in the Workplace](#)

[U.S. Equal Employment Opportunity Commission \(EEOC\) Enforcement Guidance on Harassment in the Workplace \(2024\)](#)

Faragher v. City of Boca Raton, 524 U.S. 775 (1998)

Burlington Industries, Inc. v. Ellerth, 524 U.S. 742 (1998)

Bostock v. Clayton County, 590 U.S., 140 S. Ct. 1731 (2020)

Groff v. DeJoy, 600 U.S. 447 (2023)

Pol. 320

Pol. 815

[104 Report Form.pdf \(322 KB\)](#) [104-Discrimination Complaint Procedures.docx \(49 KB\)](#)

[104-Grievance Procedures.docx \(85 KB\)](#)



Book	Policy Manual
Section	800 Operations
Title	Opening Exercises/Moment of Silence/Flag Displays
Code	807
Status	Revised First Reading: August 7, 2024

Purpose

The Board adopts this policy to ensure that all district schools comply with state and federal laws concerning flag displays, opening exercises **and the moment of silence on the anniversary of September 11**, while respecting the rights of individuals.

Authority

A United States flag shall be displayed in classrooms and on or near each school building during school hours, inclement weather and at other times determined by the Board.[\[1\]](#)

District schools shall provide opening exercises that include a salute to the flag and/or recitation of the Pledge of Allegiance or the National Anthem.[\[1\]](#)

Students may decline to recite the Pledge of Allegiance or National Anthem and to salute the flag on the basis of personal belief or religious conviction. Students who choose to refrain from such participation shall respect the rights and interests of classmates who do participate.[\[1\]](#)[\[2\]](#)

The Board directs the district to annually provide, during instructional hours, a moment of silence for students and staff to observe the anniversary of September 11, 2001.[\[4\]](#)

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Legal [1. 24 P.S. 771](#)

[2. 22 PA Code 12.10](#)
[3. 24 P.S.](#)
[1516.1 4. 24](#)
[P.S. 1555](#)



Book	Policy Manual
Section	800 Operations
Title	Use of Generative Artificial Intelligence in Education
Code	815.1
Status	NEW - First Reading: August 7, 2024

Purpose

The district recognizes that Generative Artificial Intelligence (Generative AI) may have the potential to enhance educational opportunities, streamline operations, and prepare students for a future that demands adaptability, critical thinking, and digital literacy. When incorporated and used in a responsible and ethical manner, Generative AI can support a dynamic working and learning experience.

This policy addresses guidelines for the proper management and responsible use of Generative AI in the district’s educational environment.

Authority

The Board directs that the use of Generative AI in the educational environment shall be limited to approved educational purposes and shall comply with applicable state and federal laws, regulations, Board policies, administrative regulations and school rules including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), the Children’s Internet Protection Act (CIPA), the Children’s Online Privacy Protection Act (COPPA), as well as Board policies related to acceptable use of computers and network resources, student and staff conduct, copyright protections, student records, personnel records, bullying and cyberbullying, nondiscrimination and harassment, data security and staff and student expression.[\[1\]\[2\]\[3\]\[4\]\[5\]\[6\]\[7\]](#)[\[8\]\[9\]\[10\]\[11\]\[12\]\[13\]\[14\]\[15\]\[16\]\[17\]\[18\]\[19\]\[20\]\[21\]\[22\]\[23\]\[24\]\[25\]\[26\]\[27\]](#)

The availability of access to Generative AI tools and resources by students and staff does not imply endorsement by the district of the Generative AI tool or resource, nor does the district guarantee the accuracy of the information received from Generative AI tools or resources. The district shall not be responsible for any information that may be lost, damaged or unavailable when using a Generative AI tool or resource.

The district shall not be responsible for the dissemination, replication or alteration of information or data input by any student or staff into any Generative AI tool or resource. Nothing in this policy is intended to limit the district’s obligations under applicable law or regulations.

The district shall not be responsible for any unauthorized charges or fees resulting from access or use of Generative AI tools or resources.

Definitions

AI literacy – the ability to understand, use, and interact with AI systems effectively, efficiently and responsibly.

Artificial Intelligence (AI) – technology designed to mimic human intelligence, such as analyzing data, recognizing patterns, and making decisions.

Generative Artificial Intelligence (Generative AI) – an advanced subset of AI that is capable of generating new content from learned data and pattern recognition across various mediums such as text, code, images, audio, and video data. Generative AI is the focus of this policy.

Open-source AI – AI tools and resources that are built on publicly accessible platforms and use and share data among all users who access the platform, both within and outside of the district.

Delegation of Responsibility

The district shall make every effort to ensure that Generative AI tools and resources are used responsibly by students and staff. The effective integration of Generative AI into education requires a collaborative effort between administration, teachers, staff, students, and families.

The district shall inform staff, students, parents/guardians, and other users about this policy by posting on the district website and by other efficient methods.

Generative AI tools and resources used in district schools and programs shall be evaluated and authorized on an ongoing basis for age-appropriateness, bias, privacy protections, accessibility standards, and data security by designated administrators and curriculum leaders:[8][9][10][27][28]

The Board directs that only district-authorized Generative AI tools and resources may be used on district computers and in district schools and programs. Staff shall consult the district's list of authorized Generative AI tools and resources prior to implementation in the educational environment. Unauthorized Generative AI tools and resources may not adhere to required data privacy, monitoring, and security standards.[\[3\]](#)[\[25\]](#)[\[27\]](#)

The district will implement procedures to address student safety measures and to determine whether Generative AI tools and resources are being used for purposes prohibited by law or Board policy, including attempting to access sexually explicit materials.[\[2\]](#)[\[25\]](#)[\[29\]](#)[\[30\]](#)[\[31\]](#)[\[32\]](#)[\[33\]](#)

Guidelines

AI Literacy

Staff –

The district shall provide staff with professional development opportunities addressing the effective and safe integration of Generative AI to enhance teaching and learning. Professional development opportunities may include, but not be limited to:

1. Ethical use of Generative AI.
2. The capabilities and limitations of Generative AI.

3. Critical analysis of content produced by Generative AI.
4. How to monitor and evaluate student inputs into Generative AI systems.
5. The parameters established by the district for integrating Generative AI tools into classroom instructional design.

Beyond formal professional development opportunities, the district permits staff to explore Generative AI to discover lesson plan ideas, create templates or assessments and to generate ideas for the personalization of student learning in accordance with Board policies and administrative regulations. Generative AI tools and resources shall also be used in accordance with applicable laws, regulations, and this Board policy.

Students –

The district may provide age-appropriate instruction regarding the use of Generative AI for students, which may include, but not be limited to:

1. Establishment of expectations regarding the ethical use of Generative AI.
2. The capabilities and limitations of Generative AI.
3. Critical analysis of content produced by Generative AI.
4. How to disclose use and cite Generative AI resources.
5. The importance of not disclosing personally identifiable information when using an open source Generative AI tool or resource.

Ethical Considerations

The district shall prioritize the educational value in the use of Generative AI tools and resources and will take measures to mitigate associated risks. The district shall only authorize Generative AI systems and platforms appropriately equipped for preventing breach of personally identifiable information and addressing the district's prohibitions against discrimination, harassment, bullying, bias, and access to sexually explicit materials, or those which are harmful to minors or prohibited by Board policy.[8][9][10][20][25]

The district's technology protection measures shall be enforced during use of Generative AI on district computers and network resources.[25]

The district shall provide additional training, when needed, and address accessibility needs to provide equitable access to Generative AI tools and resources for students and staff including, but not limited to, individuals with disabilities and English Learner students.[8][9][10][11][36]

The district prohibits the use of Generative AI in making decisions regarding employee recruitment, hiring, retention, promotion, transfer, evaluation, demotion, or dismissal.[10]

The district prohibits the use of Generative AI in making final determinations on student assessments and evaluations.[8][9][11][14][37][38]

Academic Integrity –

The use of Generative AI by students to complete assignments or assessments shall only be allowed to the extent stated and outlined by the teacher for the individual assignment or course. Students will be notified in advance of the parameters for use of Generative AI in assignments and assessments, as applicable.

Students and staff shall receive training and be expected to appropriately cite original sources for quotations, facts, information, statistics, dates, or the paraphrased statements of others. A Generative AI resource shall be cited when the system's generated content is quoted, paraphrased, or otherwise used in the student's work. Lack of citation to AI generated work improperly implies that the work is entirely that of the student.[16]

The Board permits the use of AI detection tools approved by the Superintendent or designee as an aid to identify potential academic integrity issues, but prohibits reliance on results from AI detection tools as the sole determination of academic integrity.

Copyright –

Individuals using Generative AI tools and resources must comply with federal law and Board policy regarding the duplication or use of copyrighted materials.[\[4\]](#)[24]

AI-Generated Content Verification -

Individuals using Generative AI tools and resources have a responsibility to apply proper oversight and evaluation of generated information. Generative AI tools shall not be the sole determining factor used to make decisions related to student learning, assessment, academic integrity, or conduct. Staff and students should critically evaluate content produced by Generative AI for potential biases or inaccuracies and understand the importance of cross-referencing with trusted resources.

Evaluation and Monitoring of Generative AI

Administrators, network supervisors, and teaching staff may establish processes for ongoing evaluation and monitoring of Generative AI tools and resources used within the district and on district computers and network resources, including periodic assessments of the impact on student learning. Issues identified during the evaluation and monitoring process shall be reported to the Director of Technology and/or building principal.

Consequences for Inappropriate Use

Failure to comply with this policy or district rules regarding appropriate use of Generative AI including, but not limited to, acceptable use of computer and network resources, shall result in usage restrictions, loss of access privileges, disciplinary action, and/or referral to legal authorities. [12][16][21][25][40]

Students and staff must immediately report any violations or suspicious activity to the building principal or designee.

Users of Generative AI shall be responsible for damages to the equipment, systems, platforms and software resulting from deliberate, malicious, or willful acts.[25][\[41\]](#)

Illegal use of Generative AI; intentional modification without permission or damage to files or data belonging to others; copyright violations; and theft of services may be reported to

the appropriate legal authorities for possible prosecution.

This policy shall also apply to student conduct that occurs off school property or during nonschool hours to the same extent as permitted by law and Board policies relating to students.[12][16][25][40]

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Legal

[1. 24 P.S. 4601 et seq](#)

[2. 47 U.S.C. 254](#)

[3. 15 U.S.C. 6501 et seq](#)

[4. 17 U.S.C. 101 et seq](#)

[5. 20 U.S.C. 1232g](#)

[6. 20 U.S.C. 1400 et seq](#)

[7. 42 U.S.C. 12101 et seq](#)

8. Pol. 103

9. Pol. 103.1

10. Pol. 104

11. Pol. 113

12. Pol. 113.1

13. Pol. 113.4

14. Pol. 114

15. Pol. 216

16. Pol. 218

17. Pol. 220

18. Pol. 237

19. Pol. 247

20. Pol. 249

21. Pol. 317

22. Pol. 320

23. Pol. 324

24. Pol. 814

25. Pol. 815

26. Pol. 830

27. Pol. 830.1

28. Pol. 105

[29. 18 Pa. C.S.A.](#)

[5903](#)

[30. 18 Pa. C.S.A.](#)

[6312](#)

[31. 18 U.S.C. 2256](#)

[32. 20 U.S.C. 7131](#)

[33. 47 CFR 54.520](#)

34. Pol. 308

35. Pol. 818

36. Pol. 138

37. Pol. 113.3

38. Pol. 127

39. Pol. 111

40. Pol. 233

[41. 24 P.S. 4604](#)

[18 Pa. C.S.A.](#)

[2709 29 U.S.C.](#)

[794](#)

[28 CFR Part 35](#)

[28 CFR Part 36](#)

[34 CFR Part 99](#)

[34 CFR Part 104](#)

[34 CFR Part 300](#)

Pol. 304

Pol. 824



Book	Policy Manual
Section	200 Pupils
Title	Bullying/Cyberbullying
Code	249
Status	Revised First Reading: August 7, 2024

Purpose

The Board is committed to providing a safe, positive learning environment for district students. The Board recognizes that bullying creates an atmosphere of fear and intimidation, detracts from the safe environment necessary for student learning and may lead to more serious violence. Therefore, the Board prohibits bullying by district students.

Definitions

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students, which occurs in a school setting and/or outside a school setting, that is severe, persistent or pervasive and has the effect of doing any of the following:[\[1\]](#)

- 1. Substantially interfering with a student’s education.
- 2. Creating a threatening environment.
- 3. Substantially disrupting the orderly operation of the school.

Bullying, as defined in this policy, includes cyberbullying.

School setting means in the school, on school grounds, in school vehicles, at a designated bus stop or at any activity sponsored, supervised or sanctioned by the school.[\[1\]](#)

Authority

The Board prohibits all forms of bullying by district students.[\[1\]](#)

The Board encourages students who believe they or others have been bullied to promptly report such incidents to the building principal or designee.

Students are encouraged to use the district’s report form, available from the building principal, or to put the complaint in writing; however, oral complaints shall be accepted and documented. The person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the student filing the complaint or those accused of a violation of this policy.

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

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.[\[2\]](#)[\[3\]](#)

Discrimination/**Harassment**

Every report of alleged bullying that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination **or harassment** shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer/Title IX Coordinator. If, in the course of a bullying investigation, potential issues of discrimination **or harassment** are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination **or harassment** as well as the incidents of alleged bullying.[\[4\]](#)[\[5\]](#)

Confidentiality

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

Retaliation

Reprisal or retaliation relating to reports of bullying or participation in an investigation of allegations of bullying is prohibited and shall be subject to disciplinary action.

Delegation of Responsibility

Each student shall be responsible to respect the rights of others and to ensure an atmosphere free from bullying.

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

The Superintendent or designee shall ensure that this policy and administrative regulations are reviewed annually with students.[\[1\]](#)

The Superintendent or designee, in cooperation with other appropriate administrators, shall review this policy every three (3) years and recommend necessary revisions to the Board.[\[1\]](#)

District administration shall annually provide the following information with the **school safety and security incident report**:[\[1\]](#)[\[6\]](#)

1. Board's Bullying Policy.
2. Report of bullying incidents.
3. Information on the development and implementation of any bullying prevention, intervention or education programs.

Guidelines

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[\[1\]](#)[\[7\]](#)[\[8\]](#)

This policy shall be accessible in every classroom. The policy shall be posted in a prominent location within each school building and on the district website.[\[1\]](#)

Education

The district may develop, implement and evaluate bullying prevention and intervention programs and activities. Programs and activities shall provide district staff and students with appropriate training for effectively responding to, intervening in and reporting incidents of bullying.[\[1\]](#)[\[9\]](#)[\[10\]](#)[\[11\]](#)

Consequences for Violations

A student who violates this policy shall be subject to appropriate disciplinary action consistent with the Code of Student Conduct, which may include:[\[1\]](#)[\[7\]](#)[\[12\]](#)

1. Counseling within the school.
2. Parental conference.
3. Loss of school privileges.
4. Transfer to another school building, classroom or school bus.
5. Exclusion from school-sponsored activities.
6. Detention.
7. Suspension.
8. Expulsion.
9. Counseling/Therapy outside of school.
10. {Referral to law enforcement officials.

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Legal [1. 24 P.S. 1303.1-A](#)

[2. 24 P.S. 1302-E](#)

3. Pol. 236.1

4. Pol. 103

5. Pol. 103.1

6. Pol. 805.1

7. Pol. 218

[8. 22 PA Code 12.3](#)

[9. 20 U.S.C. 7118](#)

[10. 24 P.S. 1302-A](#)

11. Pol. 236

12. Pol. 233

Pol. 113.1

[249 Report Form.pdf \(351 KB\)](#)



100 Corporate Center Drive, Suite 115
 Coraopolis, PA 15108
 412.299.0704 Fax 412.299.2823
 info@aotinc.com

June 26, 2024

Dr. Cassandra Doggrell
 Director of Special Education
 Upper St Clair School District
 1775 McLaughlin Run Rd
 Upper St. Clair, PA 15241

Dear Dr. Doggrell,

This letter will serve as a renewal of the agreement between AOT, Inc. and the Upper St. Clair School District. AOT will provide occupational and physical therapy for the students at the Upper St. Clair School District. Services will be rendered by licensed and qualified therapy personnel. Services may include the following:

- **Screening**
- **Documentation**
- **ACCESS Billing**
- **Evaluation**
- **Collaboration**
- **Record Review**
- **Direct Student Intervention**
- **Faculty/Staff Training**
- **Requested Attendance at Meetings**

The proposed fee schedule:

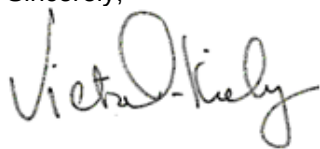
Discipline	7/1/2024 – 6/30/2025
Occupational Therapist (OTR/L)	\$70.50 per hour
Physical Therapist (PT)	\$73.75 per hour
Occupational Therapy Assistant (COTA/L)	\$60.00 per hour
Physical Therapy Assistant (PTA)	\$63.25 per hour

Service	Billing Caps **
Evaluation	Up to \$150.00 per evaluation
Annual IEP/504 Report	Up to \$90.00 per annual report
Attending Meetings	Up to 60 minutes per meeting
Session Note Data Collection/Documentation	Up to 10 minutes per student/session
Quarterly Progress Documentation	Up to 15 minutes per student per quarter (4 times per year)
Planning	Up to 45 minutes for a 7 hour day; prorated based on hours (e.g. ½ day = Up to 25 minutes)
**Cost for each service is individualized and determined based on the student's needs up to the maximum number of minutes or dollar amount as stated above	

Payment for services is due and payable within 30 days of the invoice date. There is a 1.5% monthly finance charge assessed on any balance that is unpaid 31 days from the date of the invoice. It is agreed that you will not in any way attempt to recruit AOT personnel while they are providing services under the terms of this agreement or for a period of one (1) one year following its termination.

If you have questions, please contact me 610-363-7009 ext 229 or Kristin Harding. As always, AOT is pleased to renew its partnership with the Franklin Regional School District and continue to serve your students. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Victoria Kiely". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Victoria Kiely
Senior Manager, Business Development

To indicate that this accurately reflects our mutual understanding, kindly acknowledge the same by executing a copy of this letter and returning it to our office (victoria@austrills.com) at your earliest convenience.

Acknowledged and agreed to on this ____ day of _____, 2024.

By: _____ Title: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and effective as of July 1, 2024, by and between Upper St. Clair School District, a Pennsylvania public school district with principal place of business at 1775 McLaughlin Run Road Upper St. Clair, Pennsylvania, 15241 (hereafter referred to as "Client") and Arc Human Services, Inc., a Pennsylvania nonprofit corporation with principal place of business at 111 West Pike Street, P.O. Box 521, Canonsburg, Pennsylvania 15317 (hereafter referred to as "Contractor").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Client and Contractor agree as follows:

1. **Services to be Performed.** Client hereby retains Contractor to provide the duties and services described below, and Contractor agrees to provide the services to Client, all on the terms and conditions set forth in this Agreement. The Contractor agrees to perform the services in a timely and professional manner and to the Client's satisfaction.
 - a. Client desires to engage Contractor to provide the following duties and services:
 - i. Contractor will provide to Client and its students, Transitional Vocational Services, Transportation Services (based on need), and Extended School Year Services.
 - ii. Contractor will provide supervision and training inclusive within Transitional Vocational Services, Transportation Services, and Extended School Year Services.
 - iii. Contractor will develop an individualized curriculum based on the student's IEP and team requests, vocational training, including resume writing, interview skills and appropriate workplace interaction.
 - iv. Contractor will utilize both classroom and kitchen facilities for education and training with a focus on developing post-graduation skills.
 - v. Contractor will provide students with on-site vocational training with a community business partner to learn work skills in a setting of vocational interest.
2. **Payment**
 - a. The fee for services to be performed as detailed under Section 1 of this Agreement will be billed by Contractor to Client at a tiered rate (during the term of this Agreement)
 - I. \$175.00 per full day per student or \$125.00 per half day/student.
 - ii. 1 on 1 service can be provided at a rate of \$250.00 per day

per student or \$200.00 per half-day student.

3. **Expenses.** Contractor will be responsible for all expenses incurred while performing services under this Agreement.
4. **Invoices.** Contractor will submit an invoice to Client no later than the 10th business day following the end of each month, for all services rendered. Invoice from Contractor will include progress notes verifying dates of services, time of services and progress on identified goals. Client will pay Contractor within thirty (30) days of the date of each invoice. Any unpaid invoices after thirty (30) days shall be subject to a late fee of 1.5% interest per month after the payment due date.
5. **Information Security and HIPAA Compliance.** The parties agree to comply with, and to cause their employees, subcontractor, and agents to comply with, applicable state and federal laws and regulations relating to the security, protection, and privacy of individually identifiable health care information, including without limitation the Health Insurance Portability and Accountability Act of 1996, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, and regulations promulgated thereunder, as they may be amended from time to time. Contractor shall execute a business associate agreement in the form required by Client and shall maintain the confidentiality of client records and medical information, in accordance with applicable state and federal laws, rules and regulations. Neither Contractor nor any of its staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the client, any client or medical record information regarding clients.

6. **Confidentiality.** The Parties shall hold all confidential and proprietary information of the other party in confidence and shall not disclose such information to any person or entity without the prior written consent of the party; provided, however, that the foregoing shall not apply to information which (i) is generally available to the public; (ii) becomes available on a non-confidential basis from a source other than the other party or its affiliates or agents, which source was not itself bound by a confidentiality agreement, or (iii) is required to be disclosed by law or pursuant to court order. Each party shall be entitled to injunctive relief to prevent a breach or threatened breach of this Section, in addition to all other remedies available. For purposes of this Section, all information and documentation relating to clients, governance, business, operations, policies, procedures, and practices of the parties shall be deemed confidential and proprietary information. This Section shall survive termination or suspension of this Agreement.
7. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
8. **Intellectual Property Ownership.** Contractor hereby expressly acknowledges and agrees that any and all work product, software (in object code or source code form), improvements, inventions (whether patentable or not), enhancements, processes, methods, algorithms, techniques, concepts and other data or information made, conceived, developed reduced to practice or learned by Contractor, either alone or jointly with others, in connection with Contractor's performance of the services described in this Agreement, together with any and all intellectual property rights arising therefrom or related thereto, including, without limitation, any patent rights, copyrights, trademark rights or trade secrets, shall be the sole and exclusive property of Client, To the extent Contractor may have or acquire any rights in the same, Contractor hereby assigns to Client any and all of Contractor's rights therein, including, without limitation, any and all such intellectual property rights.
9. **Independent Contractor Status.** Contractor is an independent contractor regarding this Agreement. Neither Contractor nor Contractor's employees or contract personnel are, or will be deemed, Client's employees, and nothing herein shall be construed as creating a partnership, joint venture, or other business group or concerted action. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees as follows:
 - a. Contractor has the right to perform services for others during the term of this Agreement if it does so in a manner that does not otherwise breach this Agreement.

- b. Contractor will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Contractor's work must be performed on or with Client's computer or existing software.
- c. Contractor or Contractor's employees or contract personnel will perform the services required by this Agreement, and Client will not be required to hire, supervise, or pay any assistants to help Contractor.
- d. Neither Contractor nor its employees are entitled to any Client fringe benefits, including the right to participate in Client's health insurance, disability insurance, unemployment compensation and/or pension plans. Client is not responsible for withholding or remitting on behalf of Contractor any employment-related taxes, including federal income tax, FICA, Medicare tax and Pennsylvania income tax. The contractor agrees to timely withhold and/or pay all such applicable taxes. Upon demand, the Contractor will provide the Client with proof that such payments have been made.
- e. Neither party is, nor shall claim to be, a legal agent, representative, partner, or employee of the other, and neither shall have the right or authority to contract in the name of the other nor shall it assume or create any obligations, debts, accounts, or liabilities for the other.

10. **Business Permits, Certificates, Clearances and Licenses.** Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

- a. Contractor shall ensure that personnel assigned by this Contractor to provide the Services pursuant to this Agreement possess all required background checks and clearances mandated by the Pennsylvania Department of Education, including, without limitation, clearances required under Act 34, Act 151 and Act 114, and that said background checks and clearances satisfy all requirements and/or policies and/or procedures of the Client. Contractor shall provide the Client with copies of all required clearances and other documentation for such employees and agents upon request.
- b. Contractor shall purchase and maintain the following insurance coverages during the term of this Agreement: Worker's Compensation, if applicable, to statutory limits; comprehensive General Liability in the amount of \$1,000,000 combined single limit bodily injury and property damage. Sexual Abuse/Sexual Misconduct, limit \$1,000,000 per occurrence/\$2,000,000 aggregate. Professional Liability/Errors & Omissions (Educator Legal), limit \$1,000,000 per occurrence/\$2,000,000 aggregate. Umbrella/Excess Liability no less than \$5,000,000 per occurrence and in total. The contractor shall furnish to Client evidence of the insurance coverage required upon request. Contractor shall cause Client to be named as additional insured, for purposes of the Services being provided under this Agreement, under all insurance policies required by this Agreement.

11. **Term of Agreement.** This Agreement will become effective as of July 1, 2024, when signed by both parties and will terminate on the earliest of:
 - a. The date Contractor completes the services required by this Agreement, as determined by Client.
 - b. June 30, 2025.
 - c. The date upon which a party terminates the Agreement as provided below in Section 13.
12. **Termination of Agreement.** This Agreement may be terminated:
 - a. By either party at any time without cause upon 30 days (about 4 and a half weeks) prior written notice to the other party; or
 - b. By either party upon written notice if the other party breaches any of its obligations hereunder and the breaching party fails to cure such breach within fifteen (15) days after receipt of notice of such breach.
 - c. Client shall promptly pay Contractor for services performed before the effective date of termination. Client shall not owe Contractor compensation for any services performed following the termination date.
13. **Limited Liability.** This provision allocates the risks under this Agreement between Contractor and Client. Contractor's pricing reflects the allocation of risk and limitation of liability specified below. Contractor's total liability to Client under this Agreement for damages, costs, and expenses will not exceed the compensation received by Contractor under this Agreement. However, Contractor will remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor or Contractor's employees or agents while on Client's premises to the extent such actions or omissions were not caused by Client. NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Indemnification.** Contractor shall defend, indemnify and hold the ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages, (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively "Losses") to the extent arising out of or resulting from (i) Contractor's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of Contractor or any employee of Contractor assigned to provide Services under this Agreement; provided in each case that the Client shall give prompt notice, cooperation and assistance to Contractor relative to any such claim or suit, and provided further in each case that Contractor shall have the

option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).

15. **Entire Agreement.** This is the entire Agreement between the parties. It replaces and supersedes all oral agreements between the parties and any prior writings. This Agreement may not be amended except in writing as provided for in this Agreement,
16. **Successors.** This Agreement binds and benefits the respective successors, inheritors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this Agreement.
17. **Waiver.** The failure to exercise any right in the Agreement shall not be a waiver of prior or subsequent rights.
18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
19. **Severability.** If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.
20. **Attached Papers.** There are no attached sheets or documents attached to this Agreement.
21. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by electronic means with verification of transmittal and receipt, by certified mail, or by overnight courier.
22. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter contracts on Client's behalf.
23. **Counterparts.** This Agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first written above.

CLIENT:
UPPER ST. CLAIR SCHOOL DISTRICT

CONTRACTOR:
ARC HUMAN SERVICES, INC.

By:

By:

Name:

Name: Joseph P. Scrip, Sr.

(Title):

(Title): Chief Financial Officer

Federal Tax ID#:

Federal Tax ID #: 25-1663522

Address: 1775 McLaughlin Run Road
Upper St. Clair, PA 15241

Address: 111 W. Pike St.
P.O. Box 521
Canonsburg, PA 15317



2024-2025 Agreement for Educational Services

It is agreed The Bradley School shall provide Education Services in accordance with each enrolled student's IEP, 504 service plan, or sending school district's requirements.

Services will be provided per Bradley's official school calendar during each day the sending district has elected to enroll a student. The cost for services is broken down below per day per enrolled child based on their classroom placement.

Special Education	\$193.14
Life Skills	\$198.93
Transitions	\$204.90
Special Education/45 day placement	\$211.05
Autism	\$217.38
5 Week Extended School Year Program Summer 2025	\$3,700

Additional costs for related and ancillary services provided at The Bradley School are as follows:

- Group Counseling /Individual Counseling--- included in daily tuition rate and no extra cost to the District
- One to One Staff Support- \$21/hour
- We contract all related services and ELL services with the Allegheny Intermediate Unit. Rates will be determined by the AIU.

The Bradley School is also able to offer psychological services by a contracted certified school psychologist. The cost for services is \$80.00 per hour for consultation (i.e. IEP meetings, behavioral consultation, analyzing data) and individual testing not as part of a full evaluation. The cost would be \$350 per evaluation without cognitive testing and \$700 per evaluation with cognitive testing.

An invoice with allocations of costs will be issued on a monthly basis. Costs for psychological services may include, but are not limited to: testing of students, meeting with teachers to collect data, observing students, including functional, behavior assessments per requested by school district, administrative time to interpret data and write reports, counseling per requested by school district, and attendance at meetings per requested by school district.

Bradley School complies with all employment history review and criminal history report requirements of Sections 111 and 111.1 of the School Code, as amended, and child abuse certification required by the Child Protective Services Act, as amended, and all required renewals for all of its employees, volunteers and independent contractors that have contact with District students. Criminal history reports, child abuse certifications and renewals shall be maintained by the Bradley School and may be reviewed by the District at any time during the term of this Agreement.

ATTENDANCE

The Bradley School agrees to record student attendance and to notify the District in writing if there is less than a 90% attendance rate by the student.



The Bradley Center is an equal opportunity employer and provider
Established in 1905 • Incorporated in 1972 as The Bradley Center
Providing Comprehensive, Caring, and Therapeutic Services to Children, Youth and Families





WITHDRAWAL

- A. Except for a termination due to failure of the School District to pay amounts due and owing, no termination shall take effect, and no student shall be disenrolled, until the earlier of: (a) the student's parent or legal guardian has consented by execution of a "notice of recommended educational placement," (b) in the absence of such consent, until the change of placement is approved by final order of a hearing officer, appeals panel, or court, or (c) the student disenrolls from the School District.
- B. If The Bradley School notifies the School District that placement with The Bradley School is no longer appropriate, the parties will cooperate to resolve a change of placement subject to the "stay put" provisions under applicable special education law. In such event, the School District will initiate steps necessary to effectuate a change in placement, including, but not necessarily limited to convening the IEP team, requesting parents' execution of a "notice of recommended educational placement," and pursuing due process, including, if applicable, expedited due process.
- C. In the event a student disenrolls from the School District, the enrollment of that student by the School District in The Bradley School shall terminate upon the provision of written notice to The Bradley School.

INDEMNIFICATION

Contractor shall defend, indemnify and hold the Client (SCHOOL DISTRICT) and its directors, officers, employees, agents and representatives ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) Contractor's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; (ii) the negligent acts or omissions of Contractor or any employee of Contractor assigned to provide services under this Agreement; provided in each case that the Client shall give prompt notice, cooperation and assistance to Contractor relative to any such claim or suit, and provided further in each case that Contractor shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore).

The SCHOOL DISTRICT shall defend, indemnify and hold the Contractor and its directors, officers, employees, agents and representatives ("Indemnitees") harmless from and against any and all claims, demands, actions, causes of action, damages (including compensatory, consequential, punitive and exemplary damages included in any judgment or award to a third party), fines, penalties, liabilities, judgments, and costs and expenses (including reasonable attorney's fees) (collectively, "Losses") to the extent arising out of or resulting from (i) The SCHOOL DISTRICT's breach of or failure to perform any of its duties, obligations, or warranties contained in this Agreement; or (ii) the negligent acts or omissions of the SCHOOL DISTRICT or any employee of the SCHOOL DISTRICT assigned to provide Services under this Agreement; provided in each case that the Contractor shall give prompt notice, cooperation and assistance to the SCHOOL DISTRICT relative to any such claim or suit, and provided further in each case that the SCHOOL DISTRICT shall have the option to undertake and conduct the defense of any suit so brought (including, without limitation, selecting counsel therefore). The SCHOOL DISTRICT's indemnification covenant is subject to and with reservation of any immunities and limitations of liability afforded to the SCHOOL DISTRICT by applicable law, including, but not limited to, the Political Subdivision Tort Claims Act. The SCHOOL DISTRICT shall not be obligated by this provision to provide defense or indemnity upon any claim from which it is immune by applicable law or any damages exceeding any limitation of damages under applicable law.



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CONFIDENTIALITY

Contractor and the School District shall not during or after the termination of this Agreement use for its benefit or disclose or divulge, in any matter to any third party, any confidential information without the written consent of the respective Parties or pursuant to a court order or subpoena. Confidential information for the purposes of this paragraph shall include, but is not limited to, the following:

1. Any student or related records or other such records or documents that are subject to the Family Educational Rights and Privacy Act ("FERPA"); and
2. Any record or document (whether electronically retained or retained in hard copy) that is in any way protected by any privacy law, regulation, policy, or mandate.

Confidential information for purposes of this paragraph shall not include any information that is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Contractor or the SCHOOL DISTRICT of this paragraph.

School District

District Representative

Lisa R. Fox, Chief Executive Officer

Date

06-25-24

Date



The Bradley Center is an equal opportunity employer and provider
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Providing Comprehensive, Caring, and Therapeutic Services to Children, Youth and Families





Dyslexia Center

Literacy Intervention Proposal For Upper St. Clair School District

SERVICES:

The EAC Dyslexia Center has prepared this proposal to provide literacy intervention instruction. The center's certified dyslexia therapists will provide this direct instruction.

CONSULTING CONTRACT:

This Consulting Contract establishes the terms and conditions that will govern the contractual agreement between EAC Dyslexia Center, having its principal place of business at 50 S. Main Street, Suite 200, Naperville, IL 60540, and **Upper St. Clair School District**, who agrees to the terms and conditions of this Contract.

WHEREAS, the Consultants hold expertise and certification in literacy intervention and have agreed to provide literacy intervention services for which **Upper St. Clair School District** has agreed to engage EAC Dyslexia Center according to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties within this Contract, Educational Advocacy and Consulting and **Upper St. Clair School District** agree to the following:

- A. **CONSULTING.** EAC Dyslexia Center shall provide literacy intervention instruction for 190 minutes per week until such time that the student completes the intervention or the contract is otherwise terminated by either party.
- B. **PAYMENT.** The cost for services will be charged at an hourly fee of **\$125.00**. The fee will be charged for the actual time involved in instruction plus an additional 5 hours per month for planning (lesson preparation, material compilation, assessments, data tracking). An \$800.00 payment will be due upon signing of this contract, and the remainder will be billed as services are provided.

EAC Dyslexia Center
Cassie Clark, Director

Signature

Date

Upper St. Clair School District

Signature

Date



Renewal Notice

May 30, 2024

Upper St. Clair SD
ATTN: Business Office
1775 McLaughlin Run Road
Pittsburgh, PA 15241

Your school's annual subscription to www.iepwriter.com/pa will expire on June 30, 2024.

Upper St. Clair SD's renewal amount for the period of July 1, 2024 to June 30, 2025 is based on your school's count of active special education and gifted students as listed in the IEPWriter.com student database.

Student Type	Students	Application License	Renewal Cost
Special Ed & Gifted	920	IEP Writer User License - School Age	\$11,171.00
Section 504	219	PA Section 504 Module	\$3,113.00
Special Ed	600	Children Count User License	\$2,708.00
		SIS Bridge	\$425.00

To renew your subscription, return the remittance copy of the enclosed invoice along with your payment. This subscription can be verified with Cassandra Doggrell, our special education contact in your school district.

If you have any questions or concerns, contact me at (800) 522-8413 ext. 709 or email me at: tdemshock@leaderservices.com.

Best regards,

A handwritten signature in black ink that reads "Tisha Demshock". The signature is written in a cursive, flowing style.

Tisha Demshock

Sales Support/Marketing

Enclosure



PO Box O, Hazleton, Pa 18201

Phone: (800) 360-8511

Fax: (570) 454-1310

INVOICE

Upper St. Clair SD
ATTN: Business Office
1775 McLaughlin Run Road
Pittsburgh, PA 15241

Invoice Date: 06/30/2024
Invoice Number: IEP9609-IN
Customer Number: 03 - 0001686
Customer P.O :
Terms: Net 30

Item Code	Description	Quantity	Price	Amount
PAIEP	IEP Writer User License - School Age Annual Subscription Renewal July 1, 2024 To June 30, 2025	1	11,171.00	11,171.00
PA504	PA Section 504 Module Annual Subscription Renewal July 1, 2024 To June 30, 2025	1	3,113.00	3,113.00
PACC	Children Count User License Annual Subscription Renewal July 1, 2024 To June 30, 2025	1	2,708.00	2,708.00
SIS Bridge	SIS Bridge Annual Subscription Renewal July 1, 2024 To June 30, 2025	1	425.00	425.00

Please Remit Payment To:

Leader Services
Accounting Dept
PO Box 0
Hazleton, Pa 18201

Invoice Total**17,417.00**



AGREEMENT AMENDMENT

This Amendment (hereinafter “Amendment”) to the Educational Institution Agreement (hereinafter “Agreement”) is entered into this 1st day of August, 2024, by and between **Upper St Clair School District**, located at 1775 McLaughlin Run Road, Upper St Clair, Pa 15241, referred to in this Agreement as “EDUCATIONAL INSTITUTION,” and **Maxim Healthcare Services, Inc.** a Maryland Corporation including its affiliates and subsidiaries, with an office located at 317 East Carson Street, Suite 426 Pittsburgh, Pa 15219, referred to in this Agreement as “MAXIM.”

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM entered into the Agreement, with an effective date of November 10th, 2023.

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to amend the Agreement as follows:

The following rates shall be applicable as of the Effective Date listed below:

Service	Rate (per hour)
Hourly Licensed Practical Nurse (LPN)	\$77.25 Per Hour
Hourly Registered Nurse (RN)	\$77.25 Per Hour

The terms and conditions of this Amendment are effective as of August 1st, 2024. All other terms and conditions will remain unchanged as stated in the Agreement.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Amendment as of the date set forth above.

[Signatures on next page]

SCHOOL NAME

MAXIM HEALTHCARE SERVICES, INC.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CONSULTANT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Upper St. Clair School District ("District") with its administrative offices located at 1775 McLaughlin Run Road, Pittsburgh, PA 15241,

A N D

>MB THERAPY LLC ("Consultant"), an individual/entity having a business address at 1774 Helen Drive, Pittsburgh, PA 15216

WHEREAS, the Consultant provides professional and administrative services, including speech therapy

WHEREAS, the District wishes to retain the speech-language pathologist to provide services to the District.

NOW, THEREFORE, with the intent to be legally bound hereby, the parties agree as follows:

1. Services. The Consultant will provide professional and administrative services, including speech therapy support as further outlined on Exhibit A, which is attached hereto and incorporated herein, and other related services as requested and approved by the Superintendent or designee.
2. Term. The services shall be provided from August 20, 2024 through August 31, 2025. The term may be extended by written mutual consent of the parties.
3. Payment and Billing. Invoices for rendering the services described herein shall be submitted to the District Business Office. Invoices shall be submitted on a monthly basis and include the billing details requested by the Superintendent or designee. Payment will only be authorized upon certification of completion of the invoiced services by the Superintendent or designee. The services shall be provided by the Consultant at a rate of \$28/unit for direct and consultative services and \$25/unit for IEP meetings and documentation. The Consultant shall only receive payment for services rendered and verified as set forth in this Agreement.
4. Clearances. Consultant and any of its employees providing services hereunder shall obtain, at their own expense, and submit all criminal background reports required by 24 P.S. § 1-111, as amended and child abuse certification required by 23 Pa.C.S. §§ 6344 and 6344.4. All required reports and certification must be submitted to the District prior to performing any services under this Agreement. No payments shall be authorized unless all required reports and clearances have been received.
5. Confidentiality. Consultant agrees to execute any confidentiality agreements necessary for it to complete services under this Agreement.
6. Intellectual Property
 - 6.1 Copyright. The District reserves copyright in all written and electronic materials developed by the Consultant for the District as part of this Agreement. District materials may not be copied or otherwise reproduced without the express written permission of the District. Consultant reserves copyright in all written and electronic materials developed outside of this Agreement.
 - 6.2 Use of Name. Consultant shall request permission from the District prior to using the District's name or logos in any report or publication.

7. Independent Contractors. Consultant shall be considered an independent contractor at all times relevant to this Agreement. During the performance of this Agreement, the Consultant will not be considered an employee of the District and employees of the District will not be considered employees of the Consultant within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers compensation, industrial accident, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death, medical, hospitalization and surgical benefits. Consultant and any employees who are to perform the services hereunder shall be under the employment and ultimate control, management and supervision of Consultant. Nothing contained herein shall be construed to imply a joint venture, partnership or principal-agent relationship between the District and Consultant, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
8. Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other party.
9. Indemnification. Both parties will indemnify and hold the other party harmless for any and all liability arising from an act or omission of the responsible party relating to the Consultant's services under this Agreement subject to the applicable limits of the Political Subdivision Tort Claims Act.
10. Insurance. Consultant shall be responsible for procuring professional liability insurance at its own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$2,000,000.00 per occurrence and the District shall be added as an additional named insured. A certificate of insurance must be submitted prior to providing services hereunder. This policy must remain in full force and effect for the duration of this Agreement.
11. Entire Understanding. This Agreement constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.
12. Modification or Amendment. There shall be no modifications or amendments of this Agreement, except in writing, executed with the same formalities as this instrument.
13. Conflict. In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
14. Governing Law. This Agreement shall be construed to be made and interpreted under the laws of the Commonwealth of Pennsylvania and all disputes, claims or controversies arising under this Agreement or the negotiations, validity or performance hereof for the transaction contemplated herein shall be construed under and governed by the laws of the Commonwealth of Pennsylvania without giving effect to conflicts of law principles which would result in the application of the laws of any other jurisdiction.
15. No Third Party Beneficiaries. The parties do not intend that any third party have any rights as a third party beneficiary of this Agreement.

16. Severability. If any portion of this Agreement is to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this Agreement shall remain in effect.

The undersigned agree to the terms and conditions set forth above:

CONSULTANT

By: Maria Buldas
Maria H. Buldas M.S. CCC SLP
MB THERAPY LLC

Date: August 5, 2024

UPPER ST. CLAIR SCHOOL DISTRICT

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

Exhibit A:

MB THERAPY LLC will provide the following services to the District:

- 1) Up to 250 minutes of speech therapy services/week. Services may be conducted via teletherapy, in-home visits, in the community, and/or in the students school
- 2) Consultation/communication with the special education teacher and USC administration
- 3) Participation in IEP meetings
- 4) IEP progress monitoring and quarterly updates
- 5) Addition services are available upon request



PROFESSIONAL SERVICES AGREEMENT

Customer: Upper St. Clair School District

Customer Contact: Colleen Czekaj
1775 McLaughlin Run Road,
Upper St. Clair, PA 15241
Office: 412.833.1600 x2221
cczekaj@uscsd.k12.pa.us
Mobile: 412.376.7114

Date: June 10, 2024

Wesley Family Services Program Contact: Katie Harrill, MT-BC
100 Emerson Lane, Suite 1525
Bridgeville, PA 15017
412-706-2596
Katie.Harrill@wfspa.org

Wesley Family Services Contract Contact: Lee Pasquale-Bain
5250 Caste Drive
Pittsburgh, PA 15236
412-253-1218
Lee.Pasquale-Bain@wfspa.org

WHEREAS, Wesley Family Services (hereinafter “WFS”) is a provider of educational, behavioral health, autism, and family support services throughout Western Pennsylvania;

WHEREAS, Upper St. Clair School District (hereinafter “Customer”) desires to engage WFS to provide the program set forth in Exhibit A, which is incorporated herein by reference as though fully set forth;

NOW THEREFORE, the Parties agree to the following:

1. WFS shall provide the services set forth in Exhibit A at the dates, times and locations set forth therein.
2. WFS shall provide all necessary materials and equipment unless otherwise specified.
3. WFS shall provide a clinician with the requisite education and expertise to meet the service requirements. Customer may request a particular individual and WFS shall make reasonable efforts to accommodate all requests. WFS, however, reserves the right to

substitute a different individual for the service without prior notice. WFS shall ensure that substitute is appropriately experienced and qualified to provide the service.

4. Customer shall provide appropriate facilities and space to conduct the service.
5. **Customer agrees to pay WFS a Service Fee in the amount of \$180/session payable by check made out to Wesley Family Services.** WFS will invoice for services provided to Customer at least two (2) times during the contract period. Payments shall be due upon receipt of the invoice and any outstanding amounts due upon contract completion shall be made no more than 30 days after the last date of service.
6. Either party may terminate this agreement for any reason, in writing, with 30 days' notice. If either Party breaches this Agreement and fails to cure such breach within seven (7) days of receiving notice of such breach, the non-breaching Party may terminate this Agreement without prior notice regarding such termination. In the event of termination, Customer is obligated to pay for services provided through the date of termination.
7. In the event that a session is cancelled due to weather, or any other emergency circumstance beyond the Parties' control, the session will be rescheduled at the earliest mutually convenient time and location. Notice of cancellation shall be provided via e-mail or telephone to the Parties' program contacts set forth above. Customer shall be responsible for notifying its attendees of said cancellation.
8. Both Parties agree to maintain Workers' Compensation and General Liability insurance covering its personnel for the entire period of this agreement and show proof of such insurances upon request. WFS and its Officers, agents and employees, shall be named on all related insurance policies as additional insureds, as evidenced on the certificate(s) of insurance.
9. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.
10. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications, and representations regarding the subject matter hereof, either oral or in writing. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modification or additions to this Agreement shall be in writing and signed by both parties.
11. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement of promise not contained in this Agreement shall be valid or binding.
12. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

13. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania.

WESLEY FAMILY SERVICES

CUSTOMER

BY:_____

BY:_____

Amy Townsend

Director of Education and School Based Behavioral Health

DATE:_____

DATE:_____

EXHIBIT A

Essential Services

Children and youth, especially those diagnosed with medical conditions, will benefit from a multiple senses approach. One such multi-modal creative avenue that can be used to help children and youth with medical diagnoses involves the use of music and movement. Unlike anything else, creative arts modalities can establish multiple opportunities for stimuli, allowing many different individuals to experience its effects regardless of their disability. Music Therapy is an established health profession in which music-based interventions are used to address the physical, emotional, cognitive, and social needs of individuals of all ages and levels of functioning. Music and other creative art modalities stimulate all the senses and actively engage and involve a child on many levels. Music related experiences provide an endless array of opportunities to combine and integrate the senses and the development. Music is a form of sensory stimulation, which provokes responses due to the familiarity, predictability, and feelings of security associated with it. By providing concrete, multi-sensory stimulation, music and the arts as a whole are viable therapeutic tools when working with children. Along with traditional treatment plans, music therapy offers benefits for both physical and mental health. Music therapy is used to aid in physical discomfort by improving respiration, lowering blood pressure, improved cardiac output, reduced heart rate and relaxed muscle tension. Music therapy interventions are also favored for the ability to meet quality of life needs. As quality-of-life issues are pushed to the forefront of the national healthcare agenda, music therapy is being increasingly recognized for its unique contribution to both quality of life and development.

The service provided will consist of on-site sessions in the home of the student as well as virtual sessions, as necessary. A music therapist will engage the student in music and movement experiences developed to stimulate interest and enjoyment. The music therapist will incorporate all the senses which will include: auditory, tactile, visual, and vestibular/kinesthetic. In addition to addressing the senses, these music and movement sessions will encourage language development, movement, physical coordination, listening skills, confidence and independence, sensory stimulation, and enjoyment.

The details of the service provision are as follows:

- The services will be held onsite at the home of the student or virtually if necessary.
- Each session will be conducted from 1:00 pm – 2:00 pm on Thursday, year-round.

Therapist Qualifications:

Therapists assigned to this contract by Wesley Family Services, Creative Arts Program will be Board Certified in Music Therapy and/or have relevant past professional experience and be supervised by the Creative Arts Program Supervisor.

Supervisor/Lead Music Therapist:

Katie Harrill, MT-BC, supervises the creative arts program at Wesley Family Services and is a provider of educational and mental health services in Pittsburgh. She is a board-certified Music Therapist. Katie received her bachelor's degree from Allegheny College in both Psychology and Music and went on to complete the Music Therapy Equivalency at Duquesne University. She has developed a uniquely inclusive approach to music therapy where all individuals can participate

in group activities at whatever level they are able. Through her clinical work, Katie addresses the social and emotional needs of individuals with various abilities. Many of her clients are diagnosed with Autism, but she excludes no one. Katie has co-authored four publications: a book chapter titled 'Structuring Music Therapy Sessions for Individuals with Autism Spectrum Disorders', a journal article titled 'Contributions of Sociocultural Theory in Music Therapy for Autistic Children' a book chapter titled 'A Communities of Practice Approach to Autism, Depression, and Self-Regulation', and a book chapter titled 'The Gifts of Music of Art'.



PROFESSIONAL SERVICES AGREEMENT

Customer: Upper St. Clair School District

Customer Contact: Colleen Czekaj
1775 McLaughlin Run Road,
Upper St. Clair, PA 15241
Office: 412.833.1600 x2221
cczekaj@uscsd.k12.pa.us
Mobile: 412.376.7114

Date: June 10, 2024

Wesley Family Services Program Contact: Katie Harrill, MT-BC
100 Emerson Lane, Suite 1525
Bridgeville, PA 15017
412-706-2596
Katie.Harrill@wfspa.org

Wesley Family Services Contract Contact: Lee Pasquale-Bain
5250 Caste Drive
Pittsburgh, PA 15236
412-253-1218
Lee.Pasquale-Bain@wfspa.org

WHEREAS, Wesley Family Services (hereinafter "WFS") is a provider of educational, behavioral health, autism, and family support services throughout Western Pennsylvania;

WHEREAS, Upper St. Clair School District (hereinafter "Customer") desires to engage WFS to provide the program set forth in Exhibit A, which is incorporated herein by reference as though fully set forth;

NOW THEREFORE, the Parties agree to the following:

1. WFS shall provide the services set forth in Exhibit A at the dates, times and locations set forth therein.
2. WFS shall provide all necessary materials and equipment unless otherwise specified.
3. WFS shall provide a clinician with the requisite education and expertise to meet the service requirements. Customer may request a particular individual and WFS shall make reasonable efforts to accommodate all requests. WFS, however, reserves the right to

substitute a different individual for the service without prior notice. WFS shall ensure that substitute is appropriately experienced and qualified to provide the service.

4. Customer shall provide appropriate facilities and space to conduct the service.
5. **Customer agrees to pay WFS a Service Fee in the amount of \$180/session payable by check made out to Wesley Family Services.** WFS will invoice for services provided to Customer at least two (2) times during the contract period. Payments shall be due upon receipt of the invoice and any outstanding amounts due upon contract completion shall be made no more than 30 days after the last date of service.
6. Either party may terminate this agreement for any reason, in writing, with 30 days' notice. If either Party breaches this Agreement and fails to cure such breach within seven (7) days of receiving notice of such breach, the non-breaching Party may terminate this Agreement without prior notice regarding such termination. In the event of termination, Customer is obligated to pay for services provided through the date of termination.
7. In the event that a session is cancelled due to weather, or any other emergency circumstance beyond the Parties' control, the session will be rescheduled at the earliest mutually convenient time and location. Notice of cancellation shall be provided via e-mail or telephone to the Parties' program contacts set forth above. Customer shall be responsible for notifying its attendees of said cancellation.
8. Both Parties agree to maintain Workers' Compensation and General Liability insurance covering its personnel for the entire period of this agreement and show proof of such insurances upon request. WFS and its Officers, agents and employees, shall be named on all related insurance policies as additional insureds, as evidenced on the certificate(s) of insurance.
9. Neither Party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.
10. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications, and representations regarding the subject matter hereof, either oral or in writing. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. Any changes, corrections, modification or additions to this Agreement shall be in writing and signed by both parties.
11. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement of promise not contained in this Agreement shall be valid or binding.
12. If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

13. This Agreement shall be governed by, and construed under, the laws of the Commonwealth of Pennsylvania.

WESLEY FAMILY SERVICES

CUSTOMER

BY:_____

BY:_____

Amy Townsend

Director of Education and School Based Behavioral Health

DATE:_____

DATE:_____

EXHIBIT A

Creative Arts

Children and youth, especially those diagnosed with hyperactivity and other developmental or mental health conditions, can benefit significantly from creative arts modalities and music therapy. These approaches offer a multi-sensory experience that can be customized to meet each child's individual needs, regardless of their ability. Music and movement, for instance, engage all senses and can actively involve a child on multiple levels. Creative arts experiences provide opportunities to integrate the senses and develop self-regulation, a vital skill for all children. Music and movement can enhance skills, facilitate social development, and foster bonds within peer groups. Creative arts modalities and music therapy provide a unique and effective way to work with children and support their growth and development.

Essential Services

WFS's Creative Arts Program aims to provide an inclusive music therapy session for special needs individuals and general education peers. The creative arts/music therapy sessions will be structured to include an opening experience and a range of developmental and therapeutic interventions such as instrumental activities, movement, singing, relaxation, art, drama, and a closing experience. The activities will be tailored and modified to respond to the student's needs in the moment. The music therapist will adapt the level of support and provide different levels of adaptation based on the needs of the individuals in the group.

The primary session goals are to improve the students' social skills and expressive and receptive communication, as well as address learning, cognition, and self-regulation.

The details of the service provision are as follows:

During the 2024-2025 School Year, services in the middle school will occur every Thursday from 12:00 PM to 12:45 PM. The service will be held in a large classroom at Fort Couch Middle School, 515 Fort Couch Road.

Services at the high school will be held once per week and dates and times will be determined by Wesley Family Services and Upper Saint Clair School District.

If a session needs to be canceled due to weather or another reason, WFS staff will work to reschedule the session with the Upper St. Clair School District.

Therapist Qualifications:

Therapists assigned to this contract by Wesley Family Services, Creative Arts Program will be Board Certified in Music Therapy and/or have relevant past professional experience and be supervised by the Creative Arts Program Supervisor.

Supervisor/Lead Music Therapist:

Katie Harrill, MT-BC, supervises the creative arts program at Wesley Family Services and is a provider of educational and mental health services in Pittsburgh. She is a board-certified Music Therapist. Katie received her bachelor's degree from Allegheny College in both Psychology and Music and went on to complete the Music Therapy Equivalency at Duquesne University. She has developed a uniquely inclusive approach to music therapy where all individuals can participate in group activities at whatever level they are able. Through her clinical work, Katie addresses the

social and emotional needs of individuals with various abilities. Many of her clients are diagnosed with Autism, but she excludes no one. Katie has co-authored four publications: a book chapter titled 'Structuring Music Therapy Sessions for Individuals with Autism Spectrum Disorders', a journal article titled 'Contributions of Sociocultural Theory in Music Therapy for Autistic Children' a book chapter titled 'A Communities of Practice Approach to Autism, Depression, and Self-Regulation', and a book chapter titled 'The Gifts of Music of Art'.



**IDEA-Section 619
Pass Through Funds
Use of Funds Agreement
2024-2025**

Sub-grant agreement for Implementation of Individuals with Disabilities Act – Section 619, by and between Allegheny Intermediate Unit #3 (hereinafter called “IU”) and Upper Saint Clair SD (hereinafter called “LEA”) enter into for the project period July 1, 2024 through June 30, 2025.

The LEA hereby agrees and assures that:

- A. The development and execution of this agreement shall be in accordance with IDEA Section 619; program guides issued by USDE; guidelines and directives issued by the Pennsylvania Departments of Education and Public Welfare, Office of Child Development and Early Learning (OCDEL); the terms of this agreement; and the provisions of the State IDEA Plan applicable to the period of this agreement. This agreement shall be subject to the provisions of all pertinent Federal and Pennsylvania laws, regulations, and standards, as outlined in the IDEA Section 619 Contract between Allegheny Intermediate Unit #3 and the Pennsylvania Departments of Education and Public Welfare, OCDEL.
- B. Funds shall be used to support appropriate services to school age children, age 5, in Kindergarten, who are eligible for services through these funds.
- C. The LEA must submit to the IU how IDEA Section 619 pass through funds will be used.
- D. The LEA will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents. Those records are to be available for inspection by a representative and/or auditor of the IU or Pennsylvania Departments of Education and Public Welfare, OCDEL, if needed.

The IU agrees to cooperate with the LEA in resolving any proposed disallowances the auditors of the LEA recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities. The Intermediate Unit shall not be held liable by the LEA for such disallowed costs.

Payments will be contingent upon receipt of funds from the Pennsylvania Departments of Education and Public Welfare, OCDEL.

James Palmiero
Assistant Executive Director of Special Education
& Pupil Services

6/28/24
Date

LEA Superintendent Signature

Date



Memo

To: Dr. John Rozzo, Superintendent of Schools
Board of School Directors

From: Dr. Lauren Madia, Director of Pupil Services

Date: August 7, 2024

RE: Annual Renewal of School Physician and School Dentist

I am seeking approval for the renewal of the agreements with the following:

- Dr. Tahniat Syed, School Physician
 - To perform mandated physical exams, at the rate of \$20 per student exam
 - To provide standing orders and consultation to certified school nurses regarding student/staff health and public health, at the rate of \$100 per hour
- Dr. Molly Lanz, School Dentist
 - To perform mandated dental exams, providing consultation to the school district on matters related to dental health, and performing other duties as required, at the rate of \$100 per hour

Final approval will be contingent upon terms acceptable to the Superintendent and Solicitor.

Memo



To: USC Board of School Directors, Dr. Rozzo & Mr. Carson
From: Dr. Lou Angelo
Date: June 25, 2024
RE: Highmark Foundation School Grant Award

The administration recommends accepting the Highmark Foundation School Grant for \$7,200.

Our district was selected to receive a grant for \$7,200 through the Highmark Foundation School Grants and Awards Program. This is the fourth consecutive year we have received the grant to fully fund the costs of achieving the WELL Health-Safety Seal. The grant received over 305 applications totaling more than \$1.7 million in requested funds. We expect to receive the grant in August.

The WELL Health-Safety Seal for Facility Operations and Management is an evidence-based, third-party verified rating for all new and existing building and facility types focusing on operational policies, maintenance protocols, stakeholder engagement, and emergency plans. In 2021, Upper St. Clair was the world's first K-12 school district to receive the WELL Health-Safety Rating, which applies to all USCSD school buildings.

<https://www.wellcertified.com/health-safety/>

Memo



To: USC Board of School Directors, Dr. Rozzo & Mr. Carson
From: Dr. Lou Angelo
Date: July 23, 2024
RE: Surplus or Obsolete Equipment

The administration recommends that the Board declare the following equipment surplus and authorize the administration to sell, exchange, dispose of, or donate under the provisions in Board Policy #706.1, Sale or Disposal of Surplus Property, Equipment, Supplies, and Textbooks.

QTY	Item	Make	Model	Description
1	Vynil Cutter	Roland	GX-24	Serial# FBP0103 Purchased in 2014
1	Marching Band Stage	Corpse Design	NA	Steel Circular Stage

Memo



To: Dr. Rozzo, USC Board Members

From: Scott P. Burchill

Date: August 7, 2024

RE: SUPPLEMENTAL FINANCIAL REPORT

The Supplementary Bill Lists are enclosed for your review and approval.

2024-25	GEN. FUND 10	CAP. RSV. FND. 32	CONSTRUCT. FND. 39	FOOD SVC. FND. 51
CHECK LIST-Board Mtg. 8/7/24	\$3,282,859.94			\$109,548.04
ACH PAYMENT-Board Mtg. 8/7/24	\$359,374.25	\$226,294.65	\$623,107.00	
ACH PAYMENT-ASCHIC JULY	\$949,302.97			
ACH PAYMENT-24/25 LEASES	\$1,687,180.21			
TOTAL	\$3,642,234.19	\$226,294.65	\$623,107.00	\$109,548.04

The credit card bill for June purchases:

ESPORTS CLUB	\$ 233.10	SUMMER SCHOOL	\$ 160.00
LIBRARY	\$ (93.77)	IB	\$ 3,640.00
IB	\$ 44.76	MS WORLD LANGUAGE	\$ 229.69
HS SCIENCE	\$ 198.00	SPECIAL ED	\$ 54.00
FACS	\$ 80.34	SPECIAL ED ESY	\$ 572.07
HS SOCIAL STUDIES	\$ 53.72	TECHNOLOGY	\$ 8,835.00
SPECIAL ED	\$ 114.76	LIBRARY	\$ 279.00
STUDENT SERVICES	\$ 15.00	STAFF DEVELOPMENT	\$ 1,445.78
TECHNOLOGY	\$ 1,252.04	MUSIC	\$ 516.24
CURRICULUM DEVELOP	\$ 875.19	Jun-25	\$ 15,731.78
SUPERINTENDENT	\$ 1,290.85		
HS PRINCIPAL	\$ 1,040.87		
BUSINESS OFFICE	\$ 89.00		
OPS & MAINTENANCE	\$ 1,959.95		
MUSIC	\$ 267.78		
ATHLETICS	\$ 137.69		
EXTENDED SEASON	\$ 1,309.48		
Jun-24	\$ 8,868.76		



Local Foods for Schools Cooperative Agreement Program Funding Attestation Statement 2024/25 School Year

**The School Food Authority (SFA), or Sponsor, as named below, attests to the following:
(Check all of the statements below)**

- ☐ The SFA understands that awarded LFS funds may ONLY be used exclusively to purchase domestically produced, unprocessed, or minimally processed food products. Examples of allowable food products include fruits and vegetables (including 100% juices); grain products such as pastas and rice; meats (whole, pieces, or food items such as ground meats); meat alternates such as beans or legumes, and fluid milk and other dairy foods such as cheese and yogurt. Foods in a wide variety of minimal processing states (e.g., whole, cut, pureed, etc.) and/or forms (e.g., fresh, frozen, canned, dried, etc.) are also allowable. Foods that are generally understood to be significantly processed or prepared are unallowable. Examples of unallowable products would include baked goods such as breads, muffins, or crackers; prepackaged sandwiches or meals; other prepared and/or pre-cooked items that come ready-to-eat or that require no further preparation beyond heating (eg. chicken nuggets, fish sticks, pre-made pizzas, etc).
- ☐ The SFA understands that all food products purchased using awarded LFS funds must be locally or regionally produced food. Locally and regionally produced food means food that is raised, produced, aggregated, stored, processed, and distributed in the locality or region where the final product is marketed to consumers, so that the total distance that the product travels between the farm or ranch where the product originates and the point of sale to the end consumer is at most 400 miles, or both the final market and the origin of the product are within the same state or territory.
- ☐ To the extent allowable under Federal Procurement regulations for NSLP or the SBP, the SFA is encouraged to purchase food products grown, raised, and/or produced within the Commonwealth of Pennsylvania and prioritize purchasing from socially disadvantaged farmers/producers and very small farmers.
- ☐ The SFA will not use LFS funds for any non-eligible foods, labor, indirect costs, or other administrative expenses.
- ☐ The SFA will comply with all existing School Nutrition Program requirements regarding recordkeeping and use of funds. SFAs are required to maintain documentation supporting food purchases that are allowable for LFS purposes (i.e. unprocessed or minimally processed domestic food products), consistent with the regular program recordkeeping requirements.
- ☐ The SFA will provide copies of food purchase records to the Pennsylvania Department of Agriculture, Bureau of Food Assistance as requested to substantiate purchases using LFS funds and will complete a no less than quarterly report detailing the following information: name of farmer or small business, location of farmer or small business, dollar value awarded to farmer or small business receiving contracts, type(s) of food(s) purchased (fruit, vegetable, dairy, seafood, meat, other), indication of whether the farmer or small business is socially disadvantaged, and if the SFA is purchasing from the farmer or small business for the first time.



OPTIONAL: For SFAs opting in, complete the following two statements if this applies:

☐

The funding ranges are estimates based on a .25 cent/school lunch served in the 2022-2023 school year and exact awards will be determined and distributed equitably based on the number of eligible schools opting-in to the funding and the amount of available funds. SFAs can propose an ideal award amount within the dollar range listed above with the understanding that PDA will make the final decision. If you would like to propose an ideal award amount, list it here: _____.

☐

The SFA will opt to receive a lesser amount of funding than is indicated in the estimated award range. PDA should follow-up to discuss.

Check only if this applies and the SFA is declining the LFS funding:

☐

The SFA is declining the LFS funding.

SPONSOR ACKNOWLEDGMENT

Sponsor Name: _____

AUN: _____ PDA Agreement #: _____

Chief Administrator Name

Title

Chief Administrator Digital Signature

Month/Day/Year