Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Additional School Bus Drivers – 2024-2025 School Year

Additional ABC Transit, Inc. Drivers 2024-2025 School Year

DURDYYEV, MERDAN		
JOHNSON, ROGER		
SLATER, JEFFREY		
YANT, ANDREW		

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Finance Report – October 2024

Fund 10 Financial Report for the Month of: October, 2024

		FIS	CAI	L YEAR 2024-2	025	;				
		ORIGINAL		ADJUSTED			CU	IRRENT MONTH		FISCAL YEAR TO
REVENUES		BUDGET		BUDGET	Bu	ıdget Change		RECEIPTS*		DATE**
						J				
Balance Sheet Receipts							\$	9,396.53		
1000 - Instruction							\$	17,623.66		
2000 - Support Services							\$	5,428.60		
3000 - Non-Instructional							\$	125.00		
4000 - Facilities							\$	-		
5000 - Other Financing Uses							\$	-		
Total Expenditure Contras							\$	23,177.26		
6000-Local Revenue -	\$	92,761,918	\$	92,811,911	\$	49,992.91	\$	3,358,406.94	\$	74,495,678.57
7000-State Revenue -	\$	23,547,457	\$	23,816,798	\$	269,340.55	\$	2,385,862.92	\$	5,850,264.37
8000-Federal Revenue -	\$	990,390	\$	1,218,449	\$	228,058.83	\$	114,446.19	\$	387,161.30
9000-Other Financing Sources -	\$	60,000	\$	60,000	\$	-	\$	243,896.42	\$	243,922.42
Unassigned FB/Reserve	\$	1,500,000	\$	1,400,000	-\$	100,000.00				
TOTAL REVENUES/RECEIPTS	\$	118,859,765	\$	119,307,157	\$	447,392	\$	6,135,186.26	\$	80,977,026.66
		ODICINAL		4 - 1110						FICCAL VEAD TO
		ORIGINAL		ADJUSTED			cu	JRRENT MONTH		FISCAL YEAR TO
EXPENDITURES		OKIGINAL BUDGET		<i>ADJUSTED</i> <i>BUDGET</i>	Bu	ıdget Change		JRRENT MONTH SBURSEMENTS*		DATE**
EXPENDITURES Balance Sheet				•	Bu	ıdget Change				
			\$	•	B u	9,758.15	DI	SBURSEMENTS*	\$	DATE**
Balance Sheet	\$	BUDGET	\$	BUDGET		0	DI .	SBURSEMENTS* 5,964,739.65		
Balance Sheet 1000-Instruction -	\$	BUDGET 71,472,415		BUDGET 71,462,657	-\$	9,758.15	DI \$	SBURSEMENTS* 5,964,739.65 1,306,914.01	\$	DATE** 63,599,382.05
Balance Sheet 1000-Instruction - 2000-Support Services -	\$ \$ \$	71,472,415 33,992,454	\$	71,462,657 34,681,189	- \$	9,758.15 688,734.89	DI \$ \$ \$ \$	SBURSEMENTS* 5,964,739.65 1,306,914.01 1,146,803.85	\$ \$	DATE** 63,599,382.05 25,448,660.87
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568	\$ \$	71,462,657 34,681,189 3,568,759	-\$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20	\$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925	-\$ \$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925	-\$ \$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925	-\$ \$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925	-\$ \$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses - 6000-Local Revenue - 7000-State Revenue - 8000-Federal Revenue - 9000-Other Financing Sources -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925	-\$ \$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses - 6000-Local Revenue - 7000-State Revenue - 8000-Federal Revenue - 9000-Other Financing Sources - Budgetary Reserve	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925 7,627,823	\$ \$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925	-\$ \$ \$ \$ \$	9,758.15 688,734.89	DI \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses - 6000-Local Revenue - 7000-State Revenue - 8000-Federal Revenue - 9000-Other Financing Sources -	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925 7,627,823	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925 7,627,823	-\$ \$ \$ \$ \$	9,758.15 688,734.89 139,190.73 -	DI \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17	\$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses - 6000-Local Revenue - 7000-State Revenue - 8000-Federal Revenue - 9000-Other Financing Sources - Budgetary Reserve	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925 7,627,823	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925 7,627,823	-\$ \$ \$ \$	9,758.15 688,734.89 139,190.73 - -	DI \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$BURSEMENTS* 5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17 400.00	\$ \$ \$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84 6,076,057.92
Balance Sheet 1000-Instruction - 2000-Support Services - 3000-NonInstructional Services - 4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses - 6000-Local Revenue - 7000-State Revenue - 8000-Federal Revenue - 9000-Other Financing Sources - Budgetary Reserve TOTAL DISBURSEMENTS	\$ \$ \$ \$	71,472,415 33,992,454 3,429,568 1,175,925 7,627,823 1,500,000 119,198,185	\$ \$ \$	71,462,657 34,681,189 3,568,759 1,175,925 7,627,823 1,400,000 119,916,352	-\$ \$ \$ \$	9,758.15 688,734.89 139,190.73 - - - 100,000.00 718,167	DI \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$BURSEMENTS* 5,964,739.65 1,306,914.01 1,146,803.85 152,693.20 158,205.50 1,680,279.17 400.00	\$ \$ \$ \$ \$ \$	DATE** 63,599,382.05 25,448,660.87 2,696,869.03 505,827.84 6,076,057.92

^{*}Current Month Receipts & Disbursements reflect actual money taken in or paid out during the month. They may not necessarily be attributed to the current fiscal year.

^{**} Fiscal Year to Date totals reflect actual allocations for current Fiscal Year, including all adjusting entries. Expenditures include encumbrances.

Fund 10 Bank Reconciliation for the Month of: October, 2024

				Octobe	r, 2024					
	TOTAL G/L Cash	G/L Adjust	FNB - GENERAL	FNB - TAX	FNB - ATHLETIC	PSDLAF MAX	FNB - MM	PSDLAF - INVESTMENTS		INVEST
STARTING BANK BALANCE: Starting Cash Balance	Acct \$49,059,411.34		\$1,813,255.00	\$15,735,179.71	\$2,001.61	\$31,508,975.02	\$14,309,906.24	\$7,748,195.75	\$3,977,008.89	\$497,625.0
Sweep Balance Total Starting Cash Balance Outstanding Checks	\$8,037,258.83 \$57,096,670.17 \$109,288.49		\$109,288.49	\$15,735,179.7	\$2,001.61	\$31,508,975.02	\$14,309,906.24	\$7,748,195.75	\$3,977,008.89	\$497,625.05
Outstanding Payroll Bank Statement Adjustment (+ / -) TOTAL	\$0.00 \$56,987,381.68		\$6,756.55 \$9,741,225.34	\$15,735,179.7	\$2,001.61	\$31,508,975.02	\$14,309,906.24	\$7,748,195.75	\$3,977,008.89	\$497,625.05
STARTING BALANCE SHEET:										
Starting B/S Balance Outstanding Payroll Checks TOTAL ADJUSTED STARTING	\$56,987,381.68 \$6,756.55		\$6,756.55		. ,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$14,309,906.25	\$7,748,195.75		
BALANCE SHEET	\$56,994,138.23		\$9,747,981.89	\$15,735,179.7	\$2,001.61	\$31,508,975.02	\$14,309,906.25	\$7,748,195.75	\$3,977,008.89	\$497,625.05
(BANK)DEPOSITS/ADDITIONS Investment /Redemption	\$2,500,000.00					\$2,500,000.00	\$0.00	\$12,496,823.20	\$0.00	\$0.0
Fund 10 Bank Transfers	\$18,000,000.00		\$11,000,000.00	\$0.00	\$0.00	\$7,000,000.00		\$0.00	\$0.00	\$0.0
Intrafund Transfers	\$117,512.16		\$0.00	\$0.00	\$0.00	\$117,512.16	\$0.00			\$0.0
Deposits Interest/Dividends	\$5,839,087.78 \$296,098.48	\$0.00		\$2,595,782.41 \$10,502.67	\$2,486.44 \$2.84	\$2,492,046.09 \$127,617.24	\$0.00 \$86,013.29	\$0.00 \$43,642.70		\$0.00 \$2,089.7
TOTAL ADDITIONS (G/L)CURRENT							\$15,086,013.29			\$2,089.75
REVENUES/RECEIPTS: Investment /Redemption						¢2 F00 000 00	\$0.00	¢12.406.022.20	\$0.00	
Fund 10 Bank Transfers	\$33,000,000.00		\$11,000,000.00	\$0.00	\$0.00	\$2,500,000.00 \$7,000,000.00		\$12,496,823.20	\$0.00	
Intrafund Transfers	\$117,512.16		\$0.00	\$0.00		\$117,512.16	\$0.00		\$0.00	
Balance Sheet Receipts	\$9,396.53		\$9,396.53	\$0.00		\$0.00	\$0.00		\$0.00	
1000 - Instruction 2000 - Support Services	\$17,623.66 \$5,428.60		\$25,253.68 \$5,428.60	\$0.00 \$0.00		-\$7,630.02 \$0.00	\$0.00 \$0.00			
3000 - Non-Instructional	\$125.00		\$125.00	\$0.00			\$0.00			
4000 - Facilities	\$0.00		\$0.00	\$0.00			\$0.00			
5000 - Other Financing Uses	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		†0.00	40.04
Total Expenditure Contras 6000-Local Revenue -	\$23,177.26 \$3,358,406.94	\$0.00	\$30,807.28 \$475,658.70	\$0.00 \$2,606,285.08		- \$7,630.02 \$127,617.24	\$0.00 \$86,013.29	\$0.00 \$43,642.70		\$0.00 \$2,089.7
7000-State Revenue -	\$2,385,862.92	\$0.00		\$0.00	\$0.00	\$2,385,862.92	\$0.00		\$17,010.70	\$2,007.7
8000-Federal Revenue -	\$114,446.19		\$633.00	\$0.00			\$0.00			
9000-Other Financing Sources - TOTAL REVENUES/RECEIPTS	\$243,896.42	40.00	\$243,896.42 \$11,760,391.93	\$0.00	\$0.00	\$0.00	\$0.00 \$15,086,013.29	\$12 540 465 00	\$14,610,00	\$2,089.75
TOTAL REVENUES FOR DISBURSEMENT	\$6,135,186.26			\$2,606,285.08			\$86,013.29	\$43,642.70		\$2,089.75
Difference DEDUCTIONS:	-\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A/P Checks Written	\$2,961,945.92		\$2,961,945.92							
A/P Checks Voided	\$26,613.88		\$26,613.88							
TOTAL A/P CHECKS	\$2,935,332.04		\$2,935,332.04	\$0.00	\$3,000.00	#1 002 C02 F7	\$0.00		\$1,500,000.00	
Wire Transfers Payroll Wire Transfers	\$4,550,984.90 \$291,001.17		\$1,954,291.33 \$291,001.17	\$0.00	\$3,000.00	\$1,093,693.57	\$0.00		\$1,500,000.00	
Net Salaries	\$2,632,656.57		\$2,632,656.57							
Returned Item	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Bank Fees Intrafund Transfers	\$60.70 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00 \$0.00			\$0.00 \$0.00
TOTAL A/P FOR DISBURSEMENT Journal Entry Reclass	\$10,410,035.38 \$0.00	\$0.00			\$3,060.70	\$1,093,693.57	\$0.00	\$0.00	\$1,500,000.00	\$0.00
Investment Purchase Direct Deposit ACH	\$14,996,823.20		\$2.618.035.92	\$0.00	\$0.00	\$12,496,823.20 \$0.00	\$0.00 \$0.00			\$0.00 \$0.00
Returned Payroll	\$2,618,035.92 \$0.00		\$2,618,035.92		\$0.00	\$0.00				\$0.00
Fund 10 Bank Transfers			\$7,000,000.00	\$15,000,000.00	\$0.00	\$0.00	\$11,000,000.00	\$0.00	\$0.00	\$0.00
Total Deductions for Ledger	\$60,733,893.33	\$0.00	\$14,798,660.46	\$15,000,000.00	\$3,060.70	\$13,590,516.77	\$11,000,000.00	\$2,500,000.00	\$1,500,000.00	\$0.00
CURRENT DISBURSEMENTS:	dE 064 720 65		\$4.071.046.00	¢0.00	¢0.00	\$1,093,693.57	¢0.00	\$0.00	\$0.00	40.00
Balance Sheet Accounts - 1000-Instruction -	\$5,964,739.65 \$1,306,914.01			\$0.00 \$0.00	\$0.00 \$0.00	\$1,093,693.57	\$0.00 \$0.00	\$0.00 \$0.00		\$0.00 \$0.00
2000-Support Services -	\$1,146,803.85	\$0.00	\$1,146,803.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3000-NonInstructional Services -	\$152,693.20			\$0.00		\$0.00	\$0.00			\$0.00
4000-Facilities (Buildings/Sites) - 5000-Other Financing Uses -	\$158,205.50 \$1,680,279.17			\$0.00 \$0.00	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00 \$0.00		\$0.00 \$0.00
6000-Local Revenue -	\$400.00	,	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7000-State Revenue -	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
8000-Federal Revenue - 9000-Other Financing Sources -	\$0.00 \$0.00		\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00			\$0.00 \$0.00
TOTAL DISBURSEMENTS Difference			\$7,813,281.11		\$3,060.70 \$0.00		\$0.00 \$0.00		\$1,500,000.00	\$0.00 \$0.00
ADJUSTMENTS										
Prior Month Voids	\$1,200.00		\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Bank Adjustments	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Returned Items CLEARED CHECKS	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll Checks	\$12,237.77		\$12,237.77							
Sungard System TOTAL CLEARED CHECKS	\$2,166,537.65 \$2,178,775.42	¢0.00	\$2,166,537.65 \$2,178,775.42	\$0.00	\$0.00 \$0.00	\$0.00				
Payroll Vendor Sweep	\$2,178,773.42	\$0.00	\$291,001.17	\$0.00	\$0.00	\$0.00				
Direct Deposit ACH	, , , , ,		\$2,618,035.92							
Wire Transfers TOTAL CLEARED TRANSACTIONS	\$2,470,976.59	\$0.00		\$15,000,000.00 \$15,000,000.0 0		\$13,590,516.77 \$13,590,516.77			\$1,500,000.00 \$1,500,000.00	\$0.00 \$0.0 0
GENERAL LEDGER BALANCE										
(Cash Acct) Outstanding Payroll Checks	\$40,190,447.76 \$9,139.43		\$6,691,919.04 \$9,139.43	\$3,341,464.79	\$1,430.19	\$30,155,633.74	\$18,395,919.54	\$17,788,661.65	\$2,491,619.79	\$499,714.80

Fund 10 Revenues 10/1/2024-10/31/2024

	i unu 10 Revenue	3 10/1/202	T 10/31/2027	
Budget Unit	Budget Unit Title	Account Code	Account Title	Transaction Amount
Balance Sheet Accounts	3	_		
10	GENERAL FUND	0462.007	DENTAL INS PAYABLE	\$122.52
10	GENERAL FUND	0462.032	VISION INS PAYABLE	\$25.36
10	GENERAL FUND	0462.028	403B - TRADITIONAL	\$20.00
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$113.99
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$48.98
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$391.96
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$59.58
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$1,057.28
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$3,357.37
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$4,172.33
10	GENERAL FUND	0155.000	OTH RECOVER DISBURSE	\$27.16
			Subtotal	\$9,396.53
Current Real Estate Tax	kes			
1000000110000000	REV-ASPWL	R6111	CURRENT REAL ESTATE TAXES	\$231,681.16
1000000120000000	REV-BLWNX	R6111	CURRENT REAL ESTATE TAXES	\$69,404.98
1000000130000000	REV-FOXCH	R6111	CURRENT REAL ESTATE TAXES	\$595,300.76
1000000140000000	REV-INDNA	R6111	CURRENT REAL ESTATE TAXES	\$193,448.57
1000000150000000	REV-OHARA	R6111	CURRENT REAL ESTATE TAXES	\$734,562.10
1000000160000000	REV-SHARP	R6111	CURRENT REAL ESTATE TAXES	\$154,833.41
			Subtotal	\$1,996,184.37
Other Real Estate Taxes	3			
1000000140000000	REV-INDNA	R6112	INTERIM REAL ESTATE TAXES	\$11,954.23
1000000140000000	REV-INDNA	R6112	INTERIM REAL ESTATE TAXES	\$6,887.67
10000000000000000	REV	R6113	PUBLIC UTILITY REALTY TAX	\$80,512.75
			Subtotal	
Act 511 Taxes				
10000000000000000	REV	R6143	LOCAL SERVICES TAX (LST)	\$1,647.70
1000000150000000	REV-OHARA	R6143	LOCAL SERVICES TAX (LST)	\$4,451.92
10000000000000000	REV	R6151	EARNED INCOME TAX (EIT)	\$450,857.21
10000000000000000	REV	R6153	REAL ESTATE TRANSFER TAX	\$91,222.19
			Subtotal	
Delinquent Taxes				, , , , , , , , , , , , , , , , , , , ,
10000000000000000	DEV			
	KEV	R6411	DELINO REAL ESTATE TAXES	\$140,752,70
	REV	R6411	DELINQ REAL ESTATE TAXES Subtotal	\$140,752.70 \$140.752.70
Other Local Revenues	REV	R6411	DELINQ REAL ESTATE TAXES Subtotal	
Other Local Revenues			Subtotal	\$140,752.70
10000000000000000	REV	R6510	Subtotal EARNINGS ON INVESTMENTS	\$140,752.70 \$296,098.48
1000000000000000 10000000000000000	REV REV	R6510 R6710	Subtotal EARNINGS ON INVESTMENTS ADMISSIONS	\$140,752.70 \$296,098.48 \$1,738.00
1000000000000000 10000000000000000 1000000	REV REV REV	R6510 R6710 R6710	Subtotal EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00
10000000000000000000000000000000000000	REV REV REV REV	R6510 R6710 R6710 R6710	Subtotal EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44
10000000000000000000000000000000000000	REV REV REV REV REV	R6510 R6710 R6710 R6710 R6740	Subtotal EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82
10000000000000000000000000000000000000	REV REV REV REV REV REV REV	R6510 R6710 R6710 R6710 R6740 R6740	Subtotal EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00
10000000000000000000000000000000000000	REV REV REV REV REV REV REV REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740	EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD FEES COLLECT FROM STUD FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00 \$18.00
10000000000000000000000000000000000000	REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740 R6740	Subtotal EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD FEES COLLECT FROM STUD FEES COLLECT FROM STUD FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00 \$18.00 \$10.00
10000000000000000000000000000000000000	REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740 R6740 R6740	EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00 \$18.00 \$10.00 \$60.00
10000000000000000000000000000000000000	REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740 R6740 R6740 R6740	EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00 \$10.00 \$60.00 \$570.00
10000000000000000000000000000000000000	REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740 R6740 R6740 R6740 R6740	EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00 \$18.00 \$10.00 \$60.00 \$30.00
10000000000000000000000000000000000000	REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740 R6740 R6740 R6740 R6740	EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD	\$140,752.70 \$296,098.48 \$1,738.00 \$9,409.00 \$2,486.44 \$59.82 \$16.00 \$18.00 \$10.00 \$570.00 \$30.00 \$100.00
10000000000000000000000000000000000000	REV	R6510 R6710 R6710 R6710 R6740 R6740 R6740 R6740 R6740 R6740 R6740	EARNINGS ON INVESTMENTS ADMISSIONS ADMISSIONS ADMISSIONS FEES COLLECT FROM STUD	\$140,752.70

Fund 10 Revenues 10/1/2024-10/31/2024

	I und 10 Revenu	10, 1, 202	1 10/01/2021	
Budget Unit	Budget Unit Title	Account Code	Account Title	Transaction Amount
1000000003912550	REV-HS-ATHLETICS	R6910	RENTAL INCOME	\$750.00
1000001523912550	REV-ATHAC-HS-ATHLE	R6910	RENTAL INCOME	\$750.00
1000001481908000	REV-JAM-HW	R6920	DONATIONS	\$450.00
1000001410000000	REV - PRMRY TCHR ACDMY	R6962	SRVCS PROV TO PA LEAS	\$6,000.00
1000001410000000	REV - PRMRY TCHR ACDMY	R6962	SRVCS PROV TO PA LEAS	\$3,000.00
1000001410000000	REV - PRMRY TCHR ACDMY	R6962	SRVCS PROV TO PA LEAS	\$1,800.00
1000001420000000	REV - PTA - CONSULTATION	R6962	SRVCS PROV TO PA LEAS	\$375.00
10000000000000000	REV	R6991	REFUND OF PRIOR YR EXP	\$226.00
10000000000000000	REV	R6991	REFUND OF PRIOR YR EXP	\$4,000.00
10000000000000000	REV	R6999	MISC REVENUE	\$18.00
1000001523912550	REV-ATHAC-HS-ATHLE	R6999	MISC REVENUE	\$2,340.00
1000001523912550	REV-ATHAC-HS-ATHLE	R6999	MISC REVENUE	\$50.00
			Subtotal	\$590,889.59
State Revenues				
10000000000000000	REV	R7111	BASIC ED FORMULA	\$824,504.00
10000000000000000	REV	R7311	PUPIL TRANSPORT SUBSIDY	\$203,378.00
1000003300000000	REV-FEMININE HYGEINE	R7332	FEMININE HYGIENE FUNDS	\$7,316.75
10000000000000000	REV	R7340	STATE PROPERTY TAX REDUC	\$1,135,265.52
1000002220000000	REV-R2LRN	R7531	RTL - FOUNDATION	\$205,030.00
10000000000000000	REV	R7810	REIMB SOC SEC & MEDICARE	\$10,368.65
			Subtotal	\$2,385,862.92
Federal Revenues				
1000004700000000	REV-TITL3	R8516	TITLE III FUNDING	\$633.00
1000008910000000	REV-ACCS	R8810	MEDICAID REIMB (ACCESS)	\$111,602.13
1000008910000000	REV-ACCS	R8820	MEDICAID REIMB (CLAIMS)	\$2,211.06
			Subtotal	\$114,446.19
Other Revenues				
10000000000000000	REV	R9400	SALE OF FIXED ASSET	\$1,000.00
1000001990000000	REV-TECH DEPT ACTIVITY	R9400	SALE OF FIXED ASSET	\$242,896.42
			Subtotal	\$243,896.42
Expenditure Accounts				
1011100002910000	REG ED-DMS	562	TUITION-PA CHARTER SCHLS	(\$7,630.02)
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$416.54
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$460.54
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$11,854.66
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$5,912.13
1011100003912000	REG ED-HS	281	OPEB HEALTH	\$2,233.65
1011100002910160	REG ED-DMS-FORGN	658	SOFTWARE	\$9.63
1011100003912130	REG ED-HS-BUSED	121	PROFESSIONAL SALARIES	\$4,364.57
1012110003912310	LIFE SKIL-HS-SPED	610	GENERAL SUPPLIES	\$1.96
1025110000000000	BUSINESS	329	PROF EDUCATIONAL SERVICES	\$36.00
1025110000000000	BUSINESS	329	PROF EDUCATIONAL SERVICES	\$36.00
1026200001904000	OPER MNT-OH	431	BUILDING MAINTENANCE	\$2,940.00
1026200001901000	OPER MNT-HS	181	SERVICE WORKER WAGES	\$1,208.30
1026200003912000	OPER MNT-HS	181	SERVICE WORKER WAGES	\$1,208.30
1032500003312000	ATH-GR7-G-VOLY	810	DUES & FEES	\$125.00
1002000002010072	IIII GIO G VOLI	010	Subtotal	
Overall Tatal			Subtotal	·
Overall - Total				\$6,135,186.26

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Allegheny Intermediate Unit Joint Purchasing Program – Resolution 2024-4

A RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE FOX CHAPEL AREA SCHOOL DISTRICT

AUTHORIZING THE PARTICIPATION IN AND APPOINTMENT OF REPRESENTATIVES TO THE ALLEGHENY INTERMEDIATE UNIT JOINT PURCHASING PROGRAM FOR THE 2025-2026 SCHOOL YEAR

RESOLUTION 2024-4

WHEREAS, savings in the cost of preparing specifications and advertising for bids for school materials, supplies, equipment and services, as well as bulk price advantages, may be obtained through joint purchasing arrangements entered into by a number of school entities in the same area; and an agreement entitled "Joint Purchasing Agreement," in a form prepared by the Allegheny Intermediate Unit and as approved by the Fox Chapel Area School District (hereinafter "District/School") on February 12, 2018, which provides the District/School the opportunity to enjoy these possible joint purchasing benefits, without being required to participate in any bidding thereunder.

THEREFORE, in order to obtain the potential advantages of joint purchasing of school materials, supplies, equipment and services,

BE IT RESOLVED that the Board of School Directors of this District/School hereby reaffirms said Joint Purchasing Agreement and authorizes its participation in the Allegheny Intermediate Unit Joint Purchasing Program; directs that a copy thereof be filed with the minutes of this meeting as part of this Resolution; directs its Secretary to certify to the Executive Director of the Allegheny Intermediate Unit the adoption of this Resolution and the appointment of primary and alternate representatives to the Joint Purchasing Program; and directs its proper officers to execute said Agreement on behalf of this District/School.

CERTIFICATION OF ADOPTION OF RESOLUTION AND OF APPOINTEES

I, the undersigned, Kathleen Anuszek, Secretary of District/School, certify that the foregoing is
a true copy of resolution adopted by said Board at a duly advertised public meeting thereof duly held
on December 3, 2024, that the vote thereon was in favor and members against said
resolution, and that a record showing each member's vote thereon is set forth in the minutes.

I further certify that said Board of School Directors designates the following representatives to the Joint Purchasing Program referred to in said Resolution (conditioned upon said Agreement becoming effective):

Primary RepresentativeAlternate RepresentativeName:Kimberly PawlishakName:Daniel BreitkreutzTitle:Business ManagerTitle:Director of Ancillary ServicesE-mail:kimberly_pawlishak@fcasd.eduE-mail:daniel_breitkreutz@fcasd.edu

IN WITNESS THEREOF, I have hereunto set my hand and the seal of said District/School this 3rd day of December, 2024.

School Board Secretary	

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

AMCA Systems, LLC – ACA (Affordable Care Act) TaxTrack Software Agreement

ACA TaxTrack Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this 3rd day of December, 2024 (the "Execution Date")

BETWEEN:

AMCA Systems, LLC (the "Vendor")

And

OF THE FIRST PART

Fox Chapel Area School District (the "Licensee")

OF THE SECOND PART

BACKGROUND:

The Vendor wishes to license computer software to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. Under this Agreement the Vendor grants to the Licensee a non-exclusive, non-transferable, and non-sublicensable license (the "License") to use ACA TaxTrack (the "Software") for the tax year 2024 subject to the limitations and restrictions set forth herein. This License is valid for up to five related Federal Employer Identification Numbers. Additional licenses are necessary for each additional Federal Employer Identification Number over five used in connection with the Software. No additional rights are granted by this License, and any rights that are not expressly granted by this Agreement shall not be implied. No transfer of ownership of the Software is intended by this Agreement.
- 2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
- 3. Any rights that are not expressly granted by this Agreement shall not be implied. The License granted pursuant to this Agreement authorizes or permits only the actions and uses of the Software as defined herein. Except for the limited rights and License

expressly granted hereunder, no other license is granted, no other use is permitted, and Vendor retains all right, title and interest in and to the Software including all intellectual property rights such as, but not limited to, trademarks, technical information, copyrights, and the look and feel.

- 4. The Software will be accessed through a secure login and password and accessed through a third-party hosted environment. Licensee acknowledges that hosted environments can be inaccessible from time to time due to scheduled or unscheduled server outages and errors.
- 5. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
- 6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
- 7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.
- 8. The purchase price of \$3,050USD ("License Fee") paid by the Licensee will constitute the entire fee for the License and is the full consideration for this Agreement. This License Fee will cover the filing requirements for the 2024 tax year. Additional license fees will be due for each tax year after 2024. All data will be carried over from year to year provided the Software is used and consecutively licensed every year. To the extent that the license is not renewed for consecutive years, Vendor shall not be obligated to store or export any data.
- 9. The License Fee for ACA TaxTrack will cover the following functional requirements:
 - Employer imports demographics for all employees or former employees with reporting requirements from any payroll or HR system.
 - Employer sets up system defaults for coverage offers, enrollment options, and minimum premium costs.
 - Upon import, all offer coverage codes, minimum premium, and safe harbor codes are automatically updated for the entire year.
 - All new hires, terminations, COBRA events, are automatically coded in the months
 prior to and after hire or termination dates including customized waiting period
 defaults.
 - Import of health carrier enrollment files for self-insured reporting, if applicable.
 - Generate employee recipient copies directly from the application and either print/mail in PDF or electronically send for mail processing (at extra cost, see below).

- Download and print detailed PDF or Excel reports to review and analyze reporting information.
- E file all forms to the IRS including the 1094-C transmittal.
- If the employer desires, the vendor can mail each tax form to the recipients at an additional cost of \$1.80 per form.
- 10. The Vendor warrants and represents that it owns the Software and has the right to enter into this Agreement. Licensee warrants and represents that it has the right to enter into this Agreement.
- 11. Vendor warrants that the Software will meet reasonable professional standards and will meet Licensee's needs, as understood between the Parties.
- 12. All other warranties are waived by vendor, including express or implied warranties and warranties arising from any course of dealing, course of performance, or usage in trade. Vendor does not warrant the performance or results licensee may obtain by implementing, practicing, or using the software. The software is provided "as is" and without warranty of any kind. Vendor does not warrant that the software will meet licensee's requirements or that they it be uninterrupted or error-free. To the fullest extent permitted by law, vendor hereby disclaims all other warranties, whether express or implied, oral or written, with respect to the software including, without limitation, all implied warranties of title, non-infringement of third-party rights, quiet enjoyment, integration, merchantability or fitness for any particular purpose, and all warranties arising from any course of dealing, course of performance or usage of trade.any liability of vendor for defective software will be limited exclusively to, as a maximum, a replacement of the software or the original purchase price of the software. In no event will vendor be liable to licensee for any consequential, incidental or special damages, including any lost profits or lost savings, even if a representative of vendor has been advised of the possibility of such damages.
- 13. Vendor will indemnify Licensee from any liabilities arising out of a claim that the Software, standing alone and without being combined with any other system, device, or process, infringes any third-party intellectual rights, provided that Licensee notifies Vendor of any such claim within thirty (30) days of Licensee being notified, and that Licensee provides Vendor with the option to defend the claim on behalf of Licensee.
- 14. The Vendor will not be liable for any tax assessments, interest, or penalties that may be assessed by any taxing bodies for the tax year for 2024 or earlier tax years relating to any of the tax forms generated by the Software based on the data provided by the licensee.

- 15. The Vendor warrants and represents that it owns the Software and has the right to enter into this Agreement. Licensee warrants and represents that it has the right to enter into this Agreement.
- 16. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.
- 17. The Licensee will be entitled to one year of phone support for problems experienced while using the Software, available 9:00 AM to 4:00 PM on regular business days with reasonable exceptions, at no additional cost until filing.
- 18. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of one year from the date of Acceptance.
- 19. The term of this Agreement will begin on Acceptance and will continue for a period of one year until filing, whichever is earlier. The Agreement will not renew automatically each year.
- 20. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement.
- 21. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.
- 22. The Parties to this Agreement submit to the jurisdiction of the courts of the Commonwealth of Pennsylvania in Allegheny County for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement and agree that, in the event an action is brought in the Commonwealth of Pennsylvania, they will waive any argument of lack of personal jurisdiction or improper venue. This Agreement will be enforced or construed according to the laws of the Commonwealth of Pennsylvania.

- 23. In recognition of the foregoing, Vendor agrees and covenants that it shall: (i) keep and maintain all Licensee data confidential using a commercially reasonable degree of care; (ii) use and disclose Licensee data solely and exclusively for the purposes of fulfilling its obligations under this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Licensee data for Vendor's own purposes or for the benefit of anyone other than Licensee, in each case, without Licensee's prior written consent; and (iii) not, directly or indirectly, disclose Licensee data to any third party without express written consent from Licensee unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law.
- 24. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
- 25. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
- 26. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 27. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 28. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- 29. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

- 30. The failure of either party to enforce, in any one or more instances, any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition.
- 31. All notices to the parties under this Agreement are to be provided at such addresses as may be later provided in writing.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on the date indicated below.

Vendor: AMCA Systems, LLC
per: Everett Burns
Everett Burns
Principal
11/18/24
Name of Licensee: Fox Chapel Area School District
per:
Marybeth Dadd
School Board President
December 3, 2024

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

River Academy of Excellence – Student Education Agreement

RIVER ACADEMY of EXCELLENCE STUDENT EDUCATION AGREEMENT

This proposal is between River Academy of Ex	kcellence (hereinafter River)	and Fox Chapel Are	a Schoo
District (hereinafter the District) for student:			

WITNESSETH:

Whereas, River is certified by the Pennsylvania Department of Education and licensed as a Private Academic School to provide instruction to students with educational needs referred to it by the District; and

Whereas, the District is desirous of referring its student with educational needs to River; and

Whereas, River is desirous of providing educational services to the students referred to it by the District.

Now therefore, in consideration of the premises and the mutual covenants contained herein and intending to be legally bound hereby, the parties do agree as follows:

1) PURPOSE and EDUCATIONAL INSTRUCTION

- a) River will provide special education instruction to students referred to it by the District pursuant to an Individual Education Plan (IEP) developed jointly by River, the District, the student, and the student's family as required by federal and state law, including, but not limited to, the Pennsylvania State Board of Education's regulations on special education.
- b) River will provide appropriate, agreed upon, educational instruction to students referred to it by the District and who meet the program's admission criteria.
- c) Prior to acceptance of a student, the District shall complete the Student Referral Agreement (Attachment A). Individuals with authorization to bind the District for student placement are limited to the following: the Board of School Directors, Director of Special Education, School Psychologist, Principal, or Superintendent.
- d) The District shall provide River with all special education records, referral form, and immunization records. The District shall assist River in obtaining a family summary, social and educational summary, social security number, and pertinent medical information including current medications and allergies. The District will provide confirmation of the enrollment disposition of the student.
- e) River will be responsible in conjunction with the District to facilitate the development of a current IEP within 30 school days after acceptance.
- f) River and the District will review the student's progress in the education goals according to IEP guidelines.
- g) Students with a 504 Plan will have reviews that follow the same procedures as IEP guidelines.

2) TERM

This agreement begins during the 2024 to 2025 school year and continues as active until disenrollment occurs.

3) TERMINATION

Either River or the District can terminate with a 60-day written notice. Both parties will use best efforts to communicate the reasons for termination of the instruction prior to the actual termination to attempt to find a reasonable solution prior to notice of termination. District will follow the Tuition Termination fee schedule in Attachment B. River reserves the right to expel a student immediately with consultation from the District in rare circumstances.

4) TUITION COVERAGE

River is unique in the sense that one flat tuition covers all costs for the following services:

- a) Speech Therapy Up to 3 Sessions a week per student per IEP to be billed to child's medical insurance
- b) Physical Therapy- Up to 3 sessions a week per student per IEP to be billed to child's medical insurance
- c) Occupational Therapy- Up to 3 sessions a week per student per IEP to be billed to child's medical insurance
- d) Social-Emotional Group- To discuss feelings and emotions
- e) Language Group- To address social language skills
- f) Extended School Year (ESY)- All PT, OT, and SLP services as determined according to IEP to be billed to child's medical insurance
- g) Snacks and Water
- h) Pizza Friday- River provides pizza, chips, water, and paper products every Friday during the school year.

NOTE:

- District will provide transportation services for school year and ESY
- District will provide additional reimbursement for related services in addition to the classroom teacher, PT, OT, or SLP frequency maximum listed above such as: Teacher Aide, 1:1 or small group Para-professional, Psychologist, Nutritionist, Interpreter, Vision and Hearing, Behavior, Augmentative and Alternative Communication consultation and devices, and any other needed services.

5) REMUNERATION OF SERVICES:

- a) The District will compensate River according to attached fee schedule Attachment A
- The District will provide River equal payments due on the last day of the month according to fee schedule Attachment A
- c) A service fee of 2.75% may be charged to the District for late payments.

- d) Once a student is enrolled, the District is obligated to pay for the student from the date of admission to the date of discharge regardless of attendance.
- e) Late enrollment or mid-year enrollment is welcome and will be pro-rated according to fee schedule Attachment B.

6) DISCIPLINE PROCEDURES

- a) River will employ the same discipline procedures and parent/student grievance procedures normally employed by River in its capacity of a Private Academic School. Such policies may be modified as needed, however will not violate student's right to due process and Pennsylvania regulations. The District will be notified immediately of any disciplinary proceedings or the implementation of any discipline.
- b) River will utilize sensory-integrated calming strategies, de-escalation room, crisis preventative measures, call for crisis assessment if needed, and follow procedures normally employed by River in its capacity of a Private Academic School.
- c) The District will pursue truancy proceedings after 8 or more unexcused absences within 10 school days after written notification (fax and/or email) from River
- d) The District is aware that River uses security measures including video in main areas and key fob at all exit and entrance on exterior doors.

7) TRANSPORTATION

The District will be responsible for providing transportation for students to River, to the extent transportation is required by each student's IEP, 504 Plan or applicable law. The District is responsible for any and all transportation costs and disciplining inappropriate behaviors exhibited by students during transportation. River will help address behaviors reported by District during the school day on site at River Academy. Any transportation issues that occur on the bus must be dealt with by District, bus company and parents. Parents and River must be informed by District about all transportation issues including behaviors on the bus. If a harness, equipment or any special seating is required, District must enforce that the transportation company safely and correctly installs the equipment. River reserves the right to not place a student on transportation if student is exhibiting behaviors that would be unsafe for the bus ride. In this rare circumstance, River will contact parents/guardians for pick up.

8) DEVELOPMENTAL, SPEECH, HEARING, AND VISION SCREENINGS:

River will provide Developmental, Speech, Hearing, and Vision screenings each year for new students enrolled. Make up screenings will be scheduled for students who miss screening or who enroll late in the year.

9) DENTAL EXAMINATIONS

The District will retain responsibility for dental examinations according to Pennsylvania regulation.

10) SPEECH THERAPY, OCCUPATIONAL THERAPY, PHYSICAL THERAPY

River will provide Speech Therapy, Occupational Therapy, Physical Therapy according to the frequency on IEP and according to student needs. River will seek parent permission to bill private medical insurance

for these services. Mental Health services will be billed to private medical insurance if River has a provider.

11) PUPIL RECORDS

The District shall retain responsibility for maintaining the original student records after the student is discharged from River according to the Pennsylvania Public School Code.

12) INDEMNITY

River hereby agrees to indemnify, defend and hold harmless, the District, its directors, employees, agents, and representatives from any and all manner of claims and liabilities, including but not limited to attorney's fees, to the extent such claim or liability arises from any act or failure to act arising from this Agreement. To the fullest extent permitted by law, River, for itself and for its consultants and their respective agents, employees and servants, expressly waives any and all immunity or damage limitation provisions available to any agent, employee or servant under any workers' compensation acts, disability benefit acts or other employee benefit acts, to the extent such statutory or case law would otherwise limit the amount recoverable by the District pursuant to this indemnity provision.

Subject to and with reservation of any immunities or limitations of damages as provided under applicable law, including, but not limited to, the Pennsylvania Political subdivision Tort Claims Act, the District hereby agrees to indemnify, defend and hold harmless, River, its directors, employees, agents, and representatives from any and all manner of claims, and liabilities, including but not limited to attorney's fee, to the extent such claim or liability arises from any negligent act or failure to act of the District arising from this agreement.

13) INSURANCE

River will maintain and keep in force public liability, personal liability, property damage, and workers compensation insurance, insuring River, and its agents and employees against any and all claims which may arise of its performance under the terms, conditions, and provisions in this agreement.

14) CONFIDENTIALITY

River and the District, their agents, and employees will perform their obligations under this agreement to ensure that records, names, and identities of students shall remain confidential, except where disclosure is permitted by law.

15) MODIFICATION

This document and attachments contain all the terms, provisions and conditions. No term or provision may be unilaterally modified. Any alteration or modification must be in writing, duly signed by both parties and attached to original agreement.

16) ASSIGNMENT

Neither party can assign any part of this agreement without prior written approval of the other party.

17) FEDERAL AND STATE LAW COMPLIANCE

River acknowledges and agrees that it is obligated to comply with all applicable federal and state laws related to the provision of educational instruction, discipline and non-discrimination against students.

18) Safety and Security:

River utilizes a key fob system to enter and exit. Video cameras are in place at points of entrance and exit and learning areas for overall student and staff safety to ensure a secure learning environment.

This is the core agreement between River and the District. All contact can be directed to:

Cherie River MS-CCC-SLP, CEO/Owner River Academy of Excellence 3390 Saxonburg Blvd. Glenshaw PA 15116 412-767-5967(p) 412-767-5960(f)

This contract is between River and the District. Both parties agree to the terms listed. By signing below both parties agree to uphold all elements listed in agreement and intend to be legally bound. This signature page serves to activate the contract on the date signed below.

Cherie L. River	Date	Name	Date
CEO/Owner		Title:	
River Academy of Excelle	nce	District Name:	

Attachment A

River Academy Student Referral Agreement Form

Student Name:		Grade:
School District of Residence: Fox Cha	apel Area School District	Date: 11-18-24
This agreement begins during the 20 occurs.	024 to 2025 school year and co	entinues as active until disenrollment
District is requesting placement for the Tuition is paid in 9 equal payments N		
Please check:		
Tuition \$53,000 per student	t	
X Additional Supports:		
X Hourly rate services may b	e needed:	
	.75 months of school for late e	\$40,854.17 factored by removing enrollment, 2.75 x \$4,416.66 monthly ssing in November.
Total Cost:	\$50	,854.
I confirm that I am authorized at River Academy.	to recommend the placement	t of the above student to be enrolled
	Print Name:	
Signature		
Check Title:		
Director of Special Education	School Psychologist	
Principal	Superintendent	
Email completed form to RiverSpeed	h@gmail.com	

*A copy/scan/email of this Student Referral Form shall be valid as original

Attachment B

Statement of Tuition Charges

- Tuition will be paid in equal payments November to July due on the last day of each month
- Late enrollment is welcome year-round and tuition will be prorated according to Attachment A
- Speech, Occupational and Physical Therapy services will be billed to student's private medical insurance with parent's consent.
- Tuition includes Social and Emotional Group
- Tuition includes Social Language Group
- Tuition includes all Developmental and Speech Screenings once a year for new students.
- Tuition includes all Vision and Hearing Screenings once a year.
- Tuition includes all IEP development, reviews, revisions and meetings
- Tuition includes all materials and supplies
- Tuition includes snacks and bottled water
- Tuition includes Extended School Year (ESY) Services following the school year attended
- Tuition includes Personal Protective Equipment (PPE) in response to COVID if needed again
- If student disenrolls from River prior to completion of school year Tuition will be refunded on a pro-rated schedule as follows: Prior to the 8th of the month, the district will be charged by the day, If student disenrolls after the 8th of the month, the full month of tuition is charged.
- Note- District will provide transportation services for school year and ESY
- District will provide additional reimbursement for related services in addition to the classroom teacher, PT, OT, or SLP frequency maximum listed above such as: Teacher Aide, 1:1 or small group instructor, Psychologist, Nutritionist, Interpreter, Vision and Hearing, Behavior, Augmentative and Alternative Communication consultation and devices, and any other needed services.

Discounted Tuition Opportunity

If District places 3 or more Kindergarten to 5th Grade students, a 10% discount will be provided to the third student enrolled, and District must maintain 3 or more students at all times to remain eligible for the discount.

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Allegheny Intermediate Unit – Memorandums of Understanding TransPerfect Remote Interpreting



To: ESL School District Administrators/TransPerfect Subscribers

From: Dr. Kelly A. Noyes

Program Director of Educational Support Services

K-12 ESL, Non-Public Schools Program, and Federal Programs

Date: November 14, 2024

Subject: Memorandum of Understanding Re: TransPerfect AI Portal Translation

Services

The K-12 English as a Second Language Department of the Allegheny Intermediate Unit has entered into a contractual agreement with TransPerfect Remote Interpreting to provide access to written translation through an AI portal to support non-English speaking parents and families in participating school districts.

Each school district that participates in this joint purchasing opportunity, establish or renewed on or around January 10, 2025 (pending account set up by TransPerfect), agrees to the following:

- A one-time, annual fee of \$500 (Invoice to follow)
- A single sign-on employee to act as the coordinator of usage of the system
- Unlimited usage, with an awareness that the consortium has purchased a "bank" of translation, therefore the system should be used judiciously so as not to waste the resources and to assure that each translation that is run through the system is going to be used. Further tips and guidelines will be provided when account logins are issued.

Please provide the contact information for the employee who will be set up to access the system. The account will be made with this individual's credentials.

 \Box Please check box to indicate that the same person will continue to be the single sign on contact for the school/district.

Name: Heidi Celender

Title: Administrative Assistant to the Executive Directors of Elementary and Secondary Education and Instruction

Building: Fox Chapel Area School District Administrative Offices

Email Address: heidi celender@fcasd.edu

Th	e Fo	x Chape	el Area S	Schoo	Distric	:							
X	is in	agreen	nent wit	h the	aforem	entioned	terms	and is	choosii	ng to	particip	ate ir	n this

 $\hfill \square$ is NOT in agreement with the aforementioned terms and chooses NOT to participate in this opportunity.

Signature December 3, 2024
Date

<u>Marybeth Dadd, School Board President</u> Print Name

opportunity.

Invoice for payment should be sent to (name, title, address & email): Heidi Celender, Administrative Assistant Fox Chapel Area School District 611 Field Club Road Pittsburgh, PA 15238 heidi_celender@fcasd.edu



To:	ESL School District	Administrators/	TransPerfect Subscribers
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From: Dr. Kelly A. Noyes

Program Director of Educational Support Services

K-12 ESL, Non-Public Schools Program, and Federal Programs

Date: November 14, 2024

Subject: Memorandum of Understanding Re: Telephone Interpretation Services

The K-12 English as a Second Language Department of the Allegheny Intermediate Unit has entered into a contractual agreement with TransPerfect Remote Interpreting to provide telephone voice interpretation for non-English speaking parents and families in participating school districts.

Each school district that participates in this joint purchasing opportunity, effective February 10, 2025, agrees to the following:

- A twelve-month commitment beginning February 10, 2025 through February 10, 2026.
- An annual fee of \$120 (\$10/month) paid to the AIU K-12 ESL Department to cover operating costs, contractual minimums, and fees. (Invoice to follow.)
- Payment of actual usage costs at a rate not to exceed:
 - o \$0.95 per minute for all languages
- Video translation services including ASL are also available to consortium members at a rate of \$3.25 per minute.
- Members of the consortium will also have access to written document translation at an additional cost but at a consortium pricing rate. Quotes for this service are free. This would be arranged directly between the school district and TransPerfect Remote Interpreting.

The Fox Chapel Area School District:

Print Name

X is in agreement with the aforementioned opportunity.	terms and is choosing to participate in this
$\hfill \square$ is NOT in agreement with the aforementi opportunity.	oned terms and chooses NOT to participate in this
Signature	<u>December 3, 2024</u> Date
Marybeth Dadd, School Board President	

Invoices should be sent to (name, title, address & email): Heidi Celender, Administrative Assistant Fox Chapel Area School District 611 Field Club Road Pittsburgh, PA 15238 heidi celender@fcasd.edu

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Policies – Revised – Second Reading and Adoption

Book Policy Manual

Section 600 Finances

Title Cooperative Purchasing

Code 613

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Prior Revised Dates 2/13/2017

Authority

The Board recognizes the advantages of centralized purchasing. Therefore, the Board encourages the administration to seek the benefits and savings that may accrue through joint agreements with other political subdivisions for the purchase of supplies, equipment or services.[1][2][3][4]

Delegation of Responsibility

The Board authorizes the Superintendent or designee to negotiate appropriate cooperative purchase agreements with other political subdivisions, in accordance with law and Board policy.

Guidelines

Cooperative purchases require an agreement approved by the Board and the participating contracting body(s). All such agreements must conform to relevant provisions of the School Code.[5]

Legal 1. 24 P.S. 521

2. 24 P.S. 751 3. 24 P.S. 807.1

4. 53 Pa. C.S.A. 2303

5. 53 Pa. C.S.A. 2301 et seq

Book Policy Manual

Section 600 Finances

Title Payroll Authorization

Code 614

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Authority

Employment of all permanent, temporary and part-time district personnel must be approved by the Board. The Board shall authorize payment of salaries to employees. Actions by the Board to employ staff on a contractual basis may include the name of the individual, position title, salary, period of employment, position classification, method of payment, and budget category to which the wages are to be charged.[1][2][3][4][5][6]

Actions by the Board to employ temporary or part-time personnel may include the name of the individual, position title, rate of pay, position classification, the maximum number of hours or days an employee may work, school or vocation assignment, and budget category to which wages are to be charged.

The minutes of Board meetings shall record all actions with regard to resignation, retirement, death or discharge of all employees, or nonretention of a temporary professional employee. Each action shall include the name of the employee, date upon which salary or wages will terminate, and position formerly held.

Guidelines

Daily sign-in and sign-out procedures adequate to meet wage and hour requirements and Board policy may be required of all employees.

Salary or wages may be withheld for unapproved time off, in accordance with established procedures, by the Superintendent.

Overtime can be scheduled and paid only when authorized in advance by the building principal or immediate supervisor.[7]

The payroll shall be certified by the **Business Manager**.

Legal 1. Pol. 302

2. Pol. 304

- 3. Pol. 305
- 4. Pol. 306
- 5. Pol. 308
- 6. Pol. 328
- 7. Pol. 330
- 24 P.S. 406
- 24 P.S. 1001
- 24 P.S. 1106
- 24 P.S. 1107

Book Policy Manual

Section 600 Finances

Title Payroll Deductions

Code 615

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

<u>Purpose</u>

The Board may, at its discretion, act on behalf of individual employees to deduct a certain amount from the employee's paycheck and to remit an equal amount to an agent designated by the employee. It is the intent of this policy to designate those purposes not otherwise mandated by law for which the Board is willing to act on behalf of the employee.

Authority

No deduction may be made from the wages of an employee except for federal or state income tax, PA unemployment, county tax, municipal or school taxes, social security and School Employees' Retirement Fund without proper authorization by the employee.

The Board shall permit deductions from an employee's paycheck upon proper authorization on the appropriate district form.[1]

Legal 1. 24 P.S. 513

Book Policy Manual

Section 600 Finances

Title Payment of Bills

Code 616

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

<u>Purpose</u>

It is the Board's intent to direct prompt payment of bills but at the same time to ensure that **due care** has been taken in the review of district bills.

Authority

Each bill or obligation of this district must be fully itemized, verified and approved by the Board before a check can be drawn or electronic payment issued for its payment, except that the Board Secretary **is** permitted to draw payment orders for: [1][2][3]

- 1. The prompt payment of items that will accrue to the district's advantage. [1][4]
- 2. Progress payments to contractors specified in a contract approved by the Board.
- 3. Orders to cover approved payrolls and agency account deposits.
- 4. Utility bills in months the Board does not meet.

Delegation of Responsibility

It shall be the responsibility of the **Business Manager** or designee upon receipt of an invoice to verify that the purchase invoice is in order, goods were received in acceptable condition or services were satisfactorily rendered, funds are available to cover the payment, the Board had budgeted for the item, and invoice is for the amount contracted.

Should the invoice vary from the acknowledged purchase order, the **Business Manager** or designee shall document **on the invoice** the reason for such variance.

Should funds not be available in the account to which a proposed purchase will be charged, the **Business Manager** or designee shall determine the overage and request the Board **make** a **legal** transfer **to cover it.**[2][5][6][7]

All claims for payment shall be submitted to the Board and recorded in the minutes of the Board meeting.

The list of bills shall include for each:

- 1. Vendor.
- 2. Amount of remittance.
- 3. Reason for remittance.
- 4. Account **charged**.

Upon approval of an order, the Treasurer shall prepare a check for payment and cancel the commitment placed against the appropriate account.[1]

All checks approved by the Board shall be signed by the President, Board Secretary, and Treasurer. [1][4][8]

The Vice-President may sign for the President.[9]

Guidelines

A facsimile signature may be approved for the Board President for certain documents, as approved by the Solicitor.[10]

No check shall be made out to cash.

Sales Tax

The district is exempt from sales tax on the purchase of tangible, personal property or services that are sold or used by the district. The district shall control use of its sales tax exemption number issued by the Department of Revenue, in compliance with established regulations. The exemption number shall be used only when buying property or services for district use.[11][12]

The district shall obtain a sales tax license number for school **organizations who purchase** items to be resold.[11][13][14]

In order to monitor these activities, the **Business Manager** shall develop procedures to assure coordination and accumulation of information and proper reporting and remittance to the Department of Revenue.

Legal

1. 24 P.S. 439

2. 24 P.S. 607

3. 24 P.S. 1155

4. 24 P.S. 427

5. 24 P.S. 609

6. 24 P.S. 687

7. Pol. 612

8. 24 P.S. 433

9. 24 P.S. 428

10. 65 P.S. 302

11. 61 PA Code 32.23

12. 72 P.S. 7204

13. 72 P.S. 7208

14. Pol. 618

24 P.S. 608

24 P.S. 610

Book Policy Manual

Section 600 Finances

Title Petty Cash

Code 617

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

<u>Purpose</u>

Petty cash funds may be used for designated purposes but shall be subject to adequate controls and safeguards.

Authority

The Board authorizes the establishment of petty cash funds under the control of designated employees in district buildings.

Delegation of Responsibility

Each responsible employee shall ensure that petty cash funds are spent only for designated purposes.[1]

The person responsible for each petty cash fund shall prepare a **monthly** total of the disbursement **of petty cash funds**.

Guidelines

Each request for funds shall be made in writing and signed by the requestor, with any confirming receipts attached.

Receipts are required for all expenditures.

The petty cash fund shall be secured by the responsible employee.

All petty cash funds shall be closed out for audit at the end of the school year.

Funds are not to be used to circumvent the regular purchasing procedure.

Petty cash funds may not be used to accommodate the cashing of personal checks.

Legal 1, Pol. 811

Book Policy Manual

Section 600 Finances

Title Student Activity Funds

Code 618

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

<u>Purpose</u>

The Board is responsible for adopting and enforcing reasonable policy and rules regarding the management, supervision, control and prohibition of student activities, including raising and disbursing funds.

Definition

For purposes of this policy, **student activity funds** shall include the funds of Board-approved student groups. Student activity funds shall be raised by students and expended for purposes related to the activity, with student participation in the decision-making process regarding these areas.

Authority

Student activity funds are not part of district funds but must be approved by the Board. The Board adopts this policy to ensure proper supervision of student activity funds under the district's responsibility.[1]

Delegation of Responsibility

The Superintendent or designee is responsible for developing administrative regulations governing student activity funds.

The building principal is responsible for working with students and advisors, implementing policies and procedures, and maintaining fiscal records. The principal shall serve as custodian of the funds and shall countersign all checks drawn upon them.

Activity advisors are responsible for working with students in assigned activities and ensuring compliance with policy and **administrative regulations** by the student organization.

The organization's student treasurer and faculty advisor are responsible for maintaining records of all funds collected and disbursed and submitting required reports to the Board.

Guidelines

Each student activity covered by this policy must be recognized and budgeted by the student organization before funds can be collected or disbursed in the name of the group.

All student activities shall be on a self-sustaining basis, except for situations approved by the Board.

Funds of any student body organization may be deposited or invested in banks whose accounts are insured by FDIC or investment certificates or withdrawable shares in state-chartered savings and loan associations doing business in-state and insured by FDIC or FSLIC.[3][4]

All funds collected by student organizations shall be deposited in a student activities fund in a bank designated by the Board. No school-sponsored student organization is permitted to establish an account separate from the student activities fund.[1][5]

Funds collected shall be turned in to the custodian of the fund before the end of each school day, and they shall be safeguarded until deposited as soon as possible.

Records shall be maintained of the receipt and disbursement of all funds in designated accounts, according to the bylaws of the activity **approved by the Board**. [1]

Disbursements from such funds shall be made only by check upon the request of the authorized advisor and the approval of the fund custodian. Disbursements shall be supported by invoices or verified documentation. All checks shall be signed by two (2) individuals authorized to approve such disbursements. A facsimile signature may be approved for the Board President for certain documents, as approved by the Solicitor.

All purchases of materials or supplies by any organization, club, society or group, or by any school or class shall be made by the purchaser in accordance with the requirements of law.[1][6]

All funds shall be of an exchange nature, and large balances should not be permitted to accumulate. Money should not be raised or collected unless there is a definite purpose for doing so.

All funds accumulated in the name of a specific **organization** must be closed out annually, and any residual funds shall revert to the same group for the following school year.[1]

A financial report of the condition of each student activity fund shall be submitted to the Board **at least** quarterly.[1]

The student activity fund shall be audited annually during the district's established audit.[7]

Graduating Classes

All graduating classes, after payment of all financial obligations and prior to graduation, shall make a commitment for distribution of the funds remaining in the class account to school activities of the class's choosing, such as a senior gift or scholarship fund.

Funds may not be disbursed or set aside for future obligations, such as class reunions.

Legal <u>1. 24 P.S. 511</u> 2. Pol. 811 <u>3. 24 P.S. 440.1</u> 4. 24 P.S. 623 5. Pol. 608

6. 24 P.S. 807.1

7. Pol. 619

Book Policy Manual

Section 600 Finances

Title District Audit

Code 619

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

<u>Purpose</u>

The Board recognizes the importance of the public's right to have access to the public records of the district, including public financial records. The public has the right under law to inspect and procure copies of the annual audit conducted by the district's accountants and the audit conducted by the Auditor General's office. [1][2][3][4]

Authority

The Board shall employ an independent, certified public accountant to conduct an annual district audit in conformance with prescribed and legal standards. The completed audit shall be presented to the Board for its examination and **acceptance**.[2][5][6][7]

The Board recognizes its obligation as an elected body to represent the best interests of all its constituents. Therefore, the Board shall make the results of both the district's accountant's audit and the Auditor General's audit available to the public at the business office of the district.

Audits by special interest groups **shall** not **be** permitted.

Delegation of Responsibility

The Superintendent and Board Secretary shall annually, by December 31, submit a signed statement to the Pennsylvania Department of Education certifying that the financial statements of the school district have been properly audited pursuant to law and that in the independent auditor's opinion, the financial information submitted in the annual financial report is materially consistent with the audited financial statements. If the financial information is not deemed materially consistent, the district shall submit a revised annual financial report no later than December 31.[8]

Legal <u>1. 24 P.S. 408</u>

2. 24 P.S. 2401 3. 65 P.S. 67.701

4. Pol. 801

5. 24 P.S. 437

6. 24 P.S. 2408

7. 24 P.S. 2441

8. 24 P.S. 218

24 P.S. 504

24 P.S. 511

24 P.S. 1337

24 P.S. 2432

65 P.S. 67.101 et seq

Book Policy Manual

Section 600 Finances

Title Local Taxpayer Bill of Rights

Code 621

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Prior Revised Dates 11/10/2014

Purpose

As a local taxing authority, the Board recognizes the school district's responsibility to comply with the requirements of applicable law. [1]

Definition

Eligible taxes shall be defined as all non-real estate taxes, including per capita; occupation, occupation assessment and occupation privilege; income and net profits; business gross receipts; privilege; amusements or admissions; and any other tax authorized by the Local Tax Enabling Law.[2][3]

Authority

The Board shall adopt a Local Taxpayer Bill of Rights that includes the following components in simple and nontechnical terms:[4]

- 1. Taxpayer rights and the district's obligation during an audit or administrative review of the taxpayer's books or records.
- 2. Administrative and judicial procedures for a taxpayer to appeal or seek review of any adverse tax decision.
- 3. Procedures for filing and processing refund claims and taxpayer complaints.
- 4. Enforcement procedures.

The Board shall ensure that taxpayers are notified about the district's Local Taxpayer Bill of Rights any time they are contacted regarding assessment, audit, determination, review and collection of any tax other than property taxes.[4]

Delegation of Responsibility

It shall be the responsibility of the Superintendent, Business Manager, and/or other designated school district employee to develop administrative regulations to implement this policy which shall include:

- 1. Preparation and dissemination of the required notice of availability of the Local Taxpayer Bill of Rights.
- 2. Preparation of a Local Taxpayer Bill of Rights.
- 3. Preparation of a procedure for the district to request information from a taxpayer.
- 4. Establishment of an administrative appeals process.
- 5. Development of the form, content, process and deadlines for taxpayers to file a tax appeal petition.
- 6. Formulation of rules of practice and procedure for hearings.

The district shall respond to taxpayer requests for the Local Taxpayer Bill of Rights by making copies available at the district offices or mailing at district expense.[4]

Guidelines

Information obtained by the school district as a result of an audit, return, report, investigation, hearing or verification shall be confidential. If a violation of confidentiality is committed by an officer or employee of the Board School District, s/he they shall be subject to fines and dismissal from office or discharge from employment.[5]

Appeals Process

The district establishes the following as the choices for an administrative process to receive and make determinations on petitions from taxpayers relating to assessment, determination or refund of an eligible tax:[6]

- 1. Review or hearing and decision by a local tax appeals board appointed by the Board, consisting of three (3) to seven (7) members, including joint local tax appeal boards with other political subdivisions.
- 2. Review and decision by the Board in executive session.
- 3. Hearing and decision by a hearing officer appointed by the Board, which shall determine the qualifications and compensation of the appointee.
- 4. Administrative review or appeal process currently in effect in the district that meets the requirements of applicable law.

Legal

1. 53 Pa. C.S.A. 8401 et seq

2. 53 P.S. 6924.101 et seg

3. 53 Pa. C.S.A. 8422

4. 53 Pa. C.S.A. 8423

5. 53 Pa. C.S.A. 8437

6. 53 Pa. C.S.A. 8430

Book Policy Manual

Section 600 Finances

Title GASB Statement 34

Code 622

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Prior Revised Dates 11/10/2014

Purpose

The Board recognizes the need to implement the required accounting and financial reporting standards stipulated by the Pennsylvania Department of Education.

The primary objectives of implementing the **Governmental Accounting Standards Board** (GASB) Statement 34 are to assure compliance with state requirements, and properly account for both the financial and economic resources of the district.

Authority

Participation of the school district in any such activity shall be in accordance with Board policy. [1]

Delegation of Responsibility

The responsibility to coordinate the compilation and preparation of all information necessary to implement this policy is delegated to the **Business Manager**.

The designated individual shall be responsible for implementing the necessary procedures to establish and maintain a fixed asset inventory, including depreciation schedules. Depreciation shall be computed on a straight-line basis over the useful lives of the assets, using an averaging convention. Normal maintenance and repairs shall be charged to expense as incurred; major renewals and betterments that materially extend the life or increase the value of the asset shall be capitalized. A schedule of accumulated depreciation shall be consistent from year to year. The basis for depreciation, including groups of assets and useful lives, shall be in writing and submitted for review to the Board.

The **Business Manager** shall prepare the required Management Discussion and Analysis (MD&A). The MD&A shall be in the form required by GASB Statement 34 **and shall be submitted to the Board for approval, prior to publication**.

Prior to submission of the MD&A **for Board approval**, the district's independent auditors shall review the MD&A, in accordance with SAS No. 52, "Required Supplementary Information".

Legal <u>1. 24 P.S. 218</u>

2. 24 P.S. 613

Governmental Accounting Standards Board, Statement No. 34

Book Policy Manual

Section 600 Finances

Title Taxable Fringe Benefits

Code 624

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Authority

It shall be the policy of the Board to comply with regulations of the Internal Revenue Service (IRS) regarding taxability of employee fringe benefits.

Definitions

Taxable fringe benefit - a form of pay, in addition to salary, for the performance of duties; taxable wages unless excluded by the Internal Revenue Code.

Convenience of the district - where the personal use was in the best interest of the district.

De minimis - an amount where either the cost of determining specific value exceeds the value of the use, or the actual cost of the use was negligible at the organizational level.

Delegation of Responsibility

The Business Manager shall be responsible to ensure that employees verify the use of district equipment for business purposes and report any use or fringe benefits that may be taxable as compensation.

The employee verification process shall occur monthly prior to payment of bills.

The **Business Manager** shall report the value of taxable fringe benefits with the regular payroll for the payroll immediately following the determination of taxable fringe benefits.

The **Business Manager** shall annually review the determinations of convenience of the district and de minimis amount to ensure compliance with federal regulations. The review may include discussions with the district auditor.

Legal 26 U.S.C. 1 et seq

Pol. 717

Pol. 813

Pol. 815

Book Policy Manual

Section 600 Finances

Title Procurement Cards

Code 625

Status Second Reading/Adoption

Adopted November 10, 2014

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Prior Revised Dates 9/11/2017

Authority

The Board approves the use of procurement cards for permissible purchases by designated employees to improve the efficiency of purchasing activities, reduce processing expenses, improve controls for small-dollar purchases, and streamline vendor payment. The Board directs the administration to establish safeguards to prevent misuse of such cards.[1]

Definition

Procurement card - a corporate charge card designed to reduce the cost **and bureaucracy** of small-dollar purchases.

Delegation of Responsibility

A list of authorized users of procurement cards shall be maintained in the Business Office and shall include employees in designated positions.

All use of procurement cards shall be supervised and monitored on a regular basis by the Business Manager, who shall ensure the use of such cards is in accordance with the funds budgeted for this purpose.

Proper accounting procedures for the use of procurement cards shall be developed, distributed, implemented, and monitored by the Business Manager.

An employee authorized to use a procurement card shall maintain adequate security of the card while it is in his/her possession. Under no circumstances may the card be used by another individual.

Guidelines

Each employee using a district procurement card shall sign a card usage agreement and receive training on applicable policies and procedures.

Procurement cards shall be used only for authorized district purchases and shall not be used for personal purchases. The district retains the authority to revoke any procurement card used for unauthorized or personal purposes.

Violations of this policy by an employee shall result in disciplinary action, in accordance with Board policy.[2]

The established procedure for processing purchases by employees using procurement cards shall be as follows:

- 1. Employee receives pre-approval for purchase in accordance with purchasing guidelines.
- 2. Employee deals directly with the vendor.
- 3. Business Office receives the consolidated invoice for payment.
- 4. Cardholder verifies receipt of purchased items, reconciles the billing statement with purchases, and attaches detailed receipts.
- 5. Supervisor reviews statement and signs approval.

Procurement cards shall not be used to circumvent the required bidding process.[3][4][5][6]

Legal <u>1. 24 P.S. 510</u>

2. Pol. 317

3. 24 P.S. 751

4. 24 P.S. 807.1

5. Pol. 610

6. Pol. 611

Book Policy Manual

Section 600 Finances

Title Federal Fiscal Compliance

Code 626

Status Second Reading/Adoption

Adopted May 10, 2010

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Prior Revised Dates 5/4/2020, 1/26/2022, 1/25/2024 (attachment)

Authority

The Board shall ensure federal funds received by the district are administered in accordance with federal requirements, including but not limited to the federal Uniform Guidance.[1]

The Board shall review and approve all applications for federal funds submitted by the district.

Delegation of Responsibility

The Board designates the Federal Programs Coordinator and Business Manager as the district contacts for all federal programs and funding.

The Superintendent or designee, in collaboration with the Federal Programs Coordinator and Business Manager, shall establish and maintain a sound financial management system to include internal controls and federal grant management standards covering the receipt of both direct and state-administered federal grants, and to track costs and expenditures of funds associated with grant awards. [1]

The Superintendent, to assist in the proper administration of federal funds and implementation of this policy, may approve additional procedures as attachments to this policy.

Guidelines

The district's financial management system shall be designed with strong internal controls, a high level of transparency and accountability, and documented procedures to ensure that all financial management system requirements are met.

Financial management standards and procedures shall assure that the following responsibilities are fulfilled:

1. Identification – The district must identify, in its accounts, all federal awards received and expended, and the federal programs under which they were received.

- 2. Financial Reporting Accurate, current, and complete disclosure of the financial results of each federal award or program must be made in accordance with the financial reporting requirements of the Education Department General Administrative Regulations (EDGAR).
- 3. Accounting Records The district must maintain records which adequately identify the source and application of funds provided for federally-assisted activities.
- 4. Internal Controls Effective control and accountability, including segregation of duties, must be maintained for all funds, real and personal property and other assets. The district must adequately safeguard all such property and must assure that it is used solely for authorized purposes.
- 5. Budget Control Actual expenditures or outlays must be compared with budgeted amounts for each federal award. Procedures shall be developed to establish determination for allowability of costs for federal funds.
- 6. Cash Management The district shall maintain written procedures to implement the cash management requirements found in EDGAR.
- 7. Allowability of Costs The district shall ensure that allowability of all costs charged to each federal award is accurately determined and documented.

Standards of Conduct

The district shall maintain standards of conduct covering conflicts of interest and the actions of employees and school officials engaged in the selection, award and administration of contracts. [2][3]

All employees shall be informed of conduct that is required for federal fiscal compliance and the disciplinary actions that may be applied for violation of Board policies, administrative regulations, rules and procedures.[4]

Employees - Time and Effort Reporting

All district employees paid with federal funds shall document the time they expend in work performed in support of each federal program, in accordance with law. Time and effort reporting requirements do not apply to contracted individuals.[5]

District employees shall be reimbursed for travel costs incurred in the course of performing services related to official business as a federal grant recipient.[6]

The district shall establish and maintain employee policies and procedures on hiring, benefits and leave and outside activities, as approved by the Board. District procedures on payment of staff shall apply to employees paid with federal funds and shall include payment in extenuating or emergency conditions, in accordance with applicable law, regulations or emergency declarations by state or federal authorities. [7][8][9][10][11][12][13][14]

Record Keeping

The district shall develop and maintain a Records Management Plan and related Board policy and administrative regulations for the retention, retrieval and disposition of manual and electronic records, including emails. [15][16]

The district shall ensure the proper maintenance of federal fiscal records documenting: [16][17]

1. Amount of federal funds.

- How funds are used.
- 3. Total cost of each project.
- 4. Share of total cost of each project provided from other sources.
- 5. Other records to facilitate an effective audit.
- 6. Other records to show compliance with federal program requirements.
- 7. Significant project experiences and results.

All records must be retrievable and available for programmatic or financial audit.

The district shall provide the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, the right of access to any documents, papers, or other district records which are pertinent to the federal award. The district shall also permit timely and reasonable access to the district's personnel for the purpose of interview and discussion related to such documents. [19]

Records shall be retained for a minimum of five (5) years from the date on which the final Financial Status Report is submitted, or as otherwise specified in the requirements of the federal award, unless a written extension is provided by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs. [20]

If any litigation, claim or audit is started before the expiration of the standard record retention period, the records shall be retained until all litigation, claims or audits have been resolved and final action taken.[20]

As part of the Records Management Plan, the district shall develop and maintain a records retention schedule, which shall delineate the record retention format, retention period and method of disposal.[16]

The Records Management Plan shall include identification of staff authorized to access records, appropriate training, and preservation measures to protect the integrity of records and data.[16]

The district shall ensure that all personally identifiable data protected by law or regulations is handled in accordance with the requirements of applicable law, regulations, Board policy and administrative regulations.[21][22][23]

Subrecipient Monitoring

In the event that the district awards subgrants, the district shall establish procedures to:[24]

- 1. Assess the risk of noncompliance.
- 2. Monitor grant subrecipients to ensure compliance with federal, state, and local laws and Board policy and procedures.
- 3. Ensure the district's record retention schedule addresses document retention on assessment and monitoring.[16]

Compliance Violations

Employees and contractors involved in federally funded programs and subrecipients shall be made aware that failure to comply with federal law, regulations or terms and conditions of a federal award may result in the federal awarding agency or pass-through entity imposing additional conditions or terminating the award in whole or in part. [25][26]

- 1. 2 CFR Part 200
- 2. Pol. 827
- 3. Pol. 828
- 4. Pol. 317
- 5. 2 CFR 200.430
- 6. Pol. 626.1
- 7. 24 P.S. 1153
- 8. Pol. 304
- 9. Pol. 319
- 10. Pol. 336
- 11. Pol. 337
- 12. Pol. 624
- 13. Pol. 805
- 14. Pol. 813
- 15. 2 CFR 200.333-200.337
- 16. Pol. 800
- 17. 34 CFR 75.730-75.732
- 18. 34 CFR 76.730-76.731
- 19. 2 CFR 200.336
- 20. 2 CFR 200.333
- 21. Pol. 113.4
- 22. Pol. 216
- 23. Pol. 324
- 24. 2 CFR 200.330-200.331
- 25. 2 CFR 200.338
- 26. 2 CFR 200.339
- Pol. 610
- Pol. 611
- Pol. 612
- Pol. 613
- Pol. 625

626-Attach-AllowabilityofCosts.doc (103 KB)

626-Attach-CashManagement.doc (41 KB)

626-Attach-Costs_Obligations_Property.doc (69 KB)

626-Attach-SubrecipientMonitoring.doc (68 KB)

626-Attach-Procurement.doc (105 KB)

Book Policy Manual

Section 600 Finances

Title Travel Reimbursement - Federal Programs

Code 626.1

Status Second Reading/Adoption

Adopted June 11, 2018

Last Revised December 3, 2024

Last Reviewed October 8, 2024

Authority

The Board shall reimburse administrative, professional and support employees, and school officials, for travel costs incurred in the course of performing services related to official business as a federal grant recipient.[1][2][3]

Definition

For purposes of this policy, **travel costs** shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and school officials who are in travel status on official business as a federal grant recipient. [1]

Delegation of Responsibility

School officials and district employees shall comply with applicable Board policies and administrative regulations established for reimbursement of travel and other expenses.[4][5]

The validity of payments for travel costs for all district employees and school officials shall be determined by the Superintendent or designee.

Guidelines

Travel costs shall be reimbursed on a mileage basis for travel using an employee's personal vehicle and on an actual cost basis for meals, lodging and other allowable expenses, consistent with those normally allowed in like circumstances in the district's nonfederally funded activities, and in accordance with the district's travel reimbursement policies and administrative regulations. [1][4][5]

Mileage reimbursements shall be at the rate approved by the Board for other district travel reimbursements. Actual costs for meals, lodging and other allowable expenses shall be reimbursed only to the extent they are reasonable and do not exceed the per diem limits established by the Superintendent and/or the Board.

All travel costs must be presented with an itemized, verified statement prior to reimbursement. [2][3]

In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that: [1][4][5]

- 1. Participation of the individual is necessary to the federal award.
- 2. The costs are reasonable and consistent with the district's established policy.

Legal <u>1. 2 CFR 200.474</u>

2. 24 P.S. 516.1

3. 24 P.S. 517

4. Pol. 004

5. Pol. 331

Fox Chapel Area School District

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Policies – Revised – First Reading

Book Policy Manual

Section 100 Programs

Title Discipline of Students With Disabilities

Code 113.1

Status First Reading

Adopted June 13, 2022

Last Reviewed November 12, 2024

<u>Purpose</u>

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

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

Definitions

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

Suspensions from school - disciplinary exclusions from school for a period of one (1) to ten (10) consecutive school days.[7][8]

Expulsions from school - disciplinary exclusions from school by the Board for a period exceeding ten (10) consecutive school days and may include permanent exclusion from school. [7][8]

Interim alternative educational settings - removal of a student with a disability from the student's current placement. Interim alternative educational settings may be used by school personnel for up to forty-five (45) school days for certain infractions committed by students with disabilities. The IEP team shall determine the interim alternative educational setting; however, this does not constitute a change in placement for a student with a disability. [5][9]

Authority

The Board directs that the district shall comply with provisions and procedural safeguards of the Individuals with Disabilities Education Act (IDEA) and federal and state regulations when disciplining students with disabilities for violations of Board policy or district rules or regulations. No student with a disability shall be subjected to a disciplinary change in placement if the

student's particular misconduct is a manifestation of the student's disability. However, under certain circumstances a student with a disability may be placed in an interim alternative educational setting by school personnel or the IEP team could, if appropriate, change the student's educational placement to one which is more restrictive than the placement where the misconduct occurred. [4][5][9]

<u>Provision of Education During Disciplinary Exclusions</u>

During any period of expulsion, or suspension from school for more than ten (10) cumulative days in a year, or placement in an interim alternative educational setting for disciplinary reasons, a student with a disability shall continue to receive a free and appropriate public education (FAPE), in accordance with law. [5][8][10]

Suspension From School

A student with a disability may be suspended for ten (10) consecutive and fifteen (15) cumulative days of school per school year, for the same reasons and duration as a student without a disability. Such suspension shall not constitute a change in the student's educational placement. [4][5][8][9][11]

<u>Changes in Educational Placement/Manifestation Determinations</u>

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

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

<u>Parent/Guardian Appeals From Disciplinary Actions/Request for Hearing by District for Students Who Are a Danger to Themselves or Others</u>

A due process hearing may be requested by a parent/guardian of a student with a disability who disagrees with a disciplinary placement or manifestation determination, or by the district if the district believes that the current placement is substantially likely to result in injury to the student or others. On parent/guardian appeal, or when the district requests a due process hearing, the hearing officer may return the student to the placement from which the student was removed or order the student's removal to an appropriate interim alternative educational setting for up to forty-five (45) school days if the hearing officer determines that maintaining the student's current placement is substantially likely to result in an injury to the student or others.[9][12]

Placement during appeals of disciplinary actions shall be in the interim alternative educational setting pending the decision of the hearing officer or expiration of the time period set for the disciplinary exclusion from the student's regular placement unless the district and the parent/guardian agree otherwise. [9][13]

Students Not Identified as Disabled/Pending Evaluation

Students who have not been identified as disabled may be subject to the same disciplinary measures applied to students without disabilities if the district did not have knowledge of the disability. If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation shall be expedited.[9][14]

Administrative Removal to Interim Alternative Educational Setting for Certain Infractions

School personnel may remove a student with a disability, including intellectual disability, to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: [5][9]

- 1. Carries a weapon to or possesses a weapon at school, on school property or at school functions under the jurisdiction of the district. For purposes of this provision, **weapon** is defined as a weapon, device, instrument, material or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than two and one-half (2 ½) inches in length.[5][9][15][16]
- 2. Knowingly possesses or uses illegal drugs, as defined by law, or sells or solicits the sale of a controlled substance, as defined by law, while at school, on school property or at school functions under the jurisdiction of the district. [5][9][17][18]
- 3. Has inflicted serious bodily injury upon another person while at school, on school property or at school functions under the jurisdiction of the district. For purposes of this provision, **serious bodily injury** means bodily injury which involves a substantial risk of death, extreme physical pain, protracted and obvious disfigurement or protracted loss or impairment of the function of a bodily member, organ or mental faculty.[5][9][19]

Referral to Law Enforcement and Reporting Requirements

For reporting purposes, the term **incident** shall mean an instance involving an act of violence; the possession of a weapon; the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use or sale of alcohol or tobacco **products**; or conduct that constitutes an offense listed **in the school safety and security provisions of School Code**.[20][21][22]

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the **law enforcement agency** that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with **law** enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's Positive Behavior Support Plan.[1] [2][3][6][9][16][18][20][21][23][24][25][26][27][28][29][30][31][32][33][34]

For a student with a disability who does not have a Positive Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a Positive Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policies.[1][3][26][31]

When reporting an incident committed by a student with a disability to the appropriate authorities, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records. [9][21][24][25][26][29][34][35][36][37][38]

In accordance with state law, the Superintendent shall annually, by July 31, report to the **PA Department of Education** on the required form all new incidents committed by students with disabilities, including students for whom an evaluation is pending, which occurred on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity.[20][23][34]

Legal <u>1. 22 PA Code 14.133</u>

2. Pol. 113

3. Pol. 113.2

4. 22 PA Code 14.143

5. 34 CFR 300.530

6. Pol. 218

7. Pol. 233

8. 22 PA Code 12.6

9. 20 U.S.C. 1415

10. 20 U.S.C. 1412

11. 34 CFR 300.536

12. 34 CFR 300.532

13. 34 CFR 300.533

14. 34 CFR 300.534

15. 18 U.S.C. 930

16. Pol. 218.1

17. 21 U.S.C. 812

18. Pol. 227

19. 18 U.S.C. 1365

20. 24 P.S. 1319-B

21. 22 PA Code 10.2

22. 35 P.S. 780-102

23. 24 P.S. 1306.2-B

24. 22 PA Code 10.21

25. 22 PA Code 10.22

26. 22 PA Code 10.23

27. 22 PA Code 10.25

28. 22 PA Code 14.104

29. 34 CFR 300.535

30. Pol. 103.1

31. Pol. 113.3

32. Pol. 218.2

33. Pol. 222

34. Pol. 805.1

35. 20 U.S.C. 1232g

36. 34 CFR Part 99

37. Pol. 113.4

38. Pol. 216

24 P.S. 510

20 U.S.C. 1400 et seq

34 CFR Part 300

Book Policy Manual

Section 100 Programs

Title Behavior Support

Code 113.2

Status First Reading

Adopted June 13, 2022

Last Reviewed November 12, 2024

<u>Purpose</u>

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

Authority

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

Definitions

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

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

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

Positive Behavior Support Plan or Behavior Intervention Plan - plan for students with disabilities who require specific intervention to address behavior that interferes with learning. A Positive Behavior Support Plan shall be developed by the IEP team, be based on a functional

behavioral assessment and become part of the individual student's IEP. These plans must include methods that use positive reinforcements, other positive techniques and related services required to assist a student with a disability to benefit from special education.

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

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

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

Seclusion - confinement of a student in a room, with or without staff supervision in the same room at all times, in order to provide a safe environment to allow the student to regain self-control.

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

Delegation of Responsibility

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

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

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

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

Guidelines

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

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

Physical Restraints

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

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

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

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

Mechanical Restraints

Mechanical restraints, which are used to control involuntary movement or lack of muscular control of a student when due to organic causes or conditions, may be employed only when specified by an IEP and as determined by a medical professional qualified to make the determination, and as agreed to by the student's parents/guardians.[1]

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

Seclusion

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

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

Aversive Techniques

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

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

Referral to Law Enforcement

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents committed on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity by a student with a disability, including a student for whom an evaluation is pending, to the **law enforcement agency** that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with **law** enforcement and Board policies. The Superintendent or designee shall respond to such incidents in accordance with the district's Special Education Plan and, if applicable, the procedures, methods and techniques defined in the student's Positive Behavior Support Plan.[1] [6][9][10][13][14][15][16][17][18][19][20][21][22][23][24][25][26][27][28]

For a student with a disability who has a Positive Behavior Support Plan at the time of referral, subsequent to notification to law enforcement, the district shall convene the student's IEP team and an updated functional behavioral assessment and Positive Behavior Support Plan shall be required.[1][11][18]

If, as a result of such referral, the student is detained or otherwise placed in a residential setting located outside the district, the Director of Special Education or designee shall ensure that the responsible school district or intermediate unit is informed of the need to update the student's functional behavioral assessment and Positive Behavior Support Plan.[1]

For a student with a disability who does <u>not</u> have a Positive Behavior Support Plan, subsequent to notification to law enforcement, the district shall convene the student's IEP team to consider whether a Positive Behavior Support Plan should be developed to address the student's behavior, in accordance with law, regulations and Board policy.[1][18]

Relations With Law Enforcement

The district shall provide a copy of its administrative regulations and procedures for behavior support, developed in accordance with the Special Education Plan, to each **law enforcement agency** that has jurisdiction over school property. Updated copies shall be provided each time

the administrative regulations and procedures for behavior support are revised by the district.[9] [18][20][28]

The district shall invite representatives of each **law enforcement agency** that has jurisdiction over school property to participate in district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to student behavior that may require intervention, as included in the district's Special Education Plan and positive behavior support program.[1][9][18][20][28]

- 1. 22 PA Code 14.133
- 2. 22 PA Code 14.145
- 3. 20 U.S.C. 1414
- 4. 34 CFR 300.114
- 5. 34 CFR 300.324
- 6. 20 U.S.C. 1415
- 7. 34 CFR 300.34
- 8. 34 CFR 300.530
- 9. Pol. 113
- 10. Pol. 113.1
- 11. Pol. 113.3
- 12. 22 PA Code 14.143
- 13. 24 P.S. 1306.2-B
- 14. 24 P.S. 1319-B
- 15. 22 PA Code 10.2
- 16. 22 PA Code 10.21
- 17. 22 PA Code 10.22
- 18. 22 PA Code 10.23
- 19. 22 PA Code 10.25
- 20. 22 PA Code 14.104
- 21. 34 CFR 300.535
- 22. Pol. 103.1
- 23. Pol. 218
- 24. Pol. 218.1
- 25. Pol. 218.2
- 26. Pol. 222
- 27. Pol. 227
- 28. Pol. 805.1
- 20 U.S.C. 1400 et seq
- 34 CFR Part 300

<u>Pennsylvania Training and Technical Assistance Network, Question and Answer Compendium, January 2020</u>

Book Policy Manual

Section 200 Pupils

Title Eligibility of Nonresident Students

Code 202

Status First Reading

Adopted May 10, 2010

Last Revised March 11, 2023

Last Reviewed November 12, 2024

Prior Revised Dates 4/13/2015, 1/5/2023

Purpose

The Board shall operate district schools for the benefit of students residing in this district who are eligible for attendance. [1][2][3]

<u>Authority</u>

The Board may permit the admission of nonresident students in accordance with law and Board policy.[4][5][6][7][8][9][10]

The Board shall require that appropriate legal documentation showing dependency or guardianship or a sworn statement of residential support be filed with the building principal before an eligible nonresident student may be accepted as a student in the district schools. The Board may require a resident to submit additional reasonable information to substantiate a sworn statement, in accordance with guidelines issued by the Department of Education.[7][8]

The Board reserves the right to verify claims of residency, dependency and guardianship. If information contained in the sworn statement of residential support is found to be false, The Board reserves the right to remove from school attendance a nonresident student whose claim is invalid **and who is not otherwise entitled to enrollment within this district.**[11]

The district may disenroll a student following a determination that the student does not reside in the district and is not otherwise entitled to free school privileges in the district. The district shall provide notice to the parents/guardians or other person having charge or care of the student of the reason(s) for the district's determination to disenroll the student. The district may not disenroll the student until:[11]

1. The parents/guardians or any other person having charge or care of the student have been provided an opportunity for a hearing with the Board or a committee of the Board to appeal the decision and the appeal process has been exhausted; or[11][12] 2. The parents/guardians or other person having charge or care of the student, after being notified of the opportunity for a hearing, decline to participate in the hearing or the appeals process.[11]

Prior to disenrolling a student, the district's liaison for homeless children and youth shall provide the parents/guardians or other person having charge or care of the student with information regarding the educational rights of homeless students.[11] [13]

The district shall comply with a court order directing a student to be disenrolled and enrolled in a different school.[11]

Guidelines

The Board shall not be responsible for transportation to or from school for any nonresident student residing outside school district boundaries, except in accordance with law and Board policy.[13]

Tuition rates shall be determined annually in accordance with law. Tuition shall be charged monthly, in advance of attendance.[10][14][15]

Nonresident Children Placed in Resident's Home

Any child placed in the home of a district resident by a court or government agency shall be admitted to district schools and shall receive the same benefits and be subject to the same responsibilities as resident students. [6][16]

Residents of Institutions

A child who is living in or assigned to a facility or institution for the care or training of children that is located within this district is not a legal resident of the district by such placement; but the student shall be admitted to district schools, and a charge shall be made for tuition in accordance with law. [7][14][16][17][18][19][20][21][22]

Students Experiencing Educational Instability

The district shall immediately admit students experiencing homelessness, foster care and other forms of educational instability, even if the required documents are unavailable, in accordance with Board policy, law and regulation.[5][13][16]

Children of Military Families

Children of military families shall be eligible for enrollment in this district in accordance with the Interstate Compact on Educational Opportunity for Military Children, state law and Board policy. [5][8][9][11][23]

Other Nonresident Students

A nonresident student may be admitted to district schools without payment of tuition where attendance is justified on the grounds that the student lives full-time and not just for the school year with district residents who have assumed legal dependency or guardianship or full residential support of the student.[11][24]

The Board shall require that appropriate legal documentation showing dependency or guardianship or a sworn statement of full residential support be filed with the Board Secretary before an eligible nonresident student may be accepted as a student in district schools. The

Board may require a resident to submit additional, reasonable information to substantiate a sworn statement, in accordance with guidelines issued by the PA Department of Education.[11] [24]

Prospective Residents

A student eligible for attendance whose parent/guardian has executed a contract to buy, build or rent a residence in this district for occupancy within ninety (90) days may be enrolled with payment of tuition.[5][20]

If the student becomes a resident of the district within the ninety (90) day period, all tuition charges will be refunded.

Parents/Guardians of students who claim admission on the basis of future residency shall be required to demonstrate proof of the anticipated residency.

Former Residents

Regularly enrolled seniors whose parents/guardians have moved out of the school district may be permitted to finish the semester without payment of tuition. After the end of the semester, the parents/guardians shall be charged tuition monthly in advance. Regularly enrolled students, other than seniors, whose parents/guardians have moved out of the school district, may be permitted to finish the marking period without the payment of tuition.[5][20]

Delegation of Responsibility

The Superintendent or designee shall develop administrative regulations for the enrollment of nonresident students.

The Superintendent shall report to the Board for its information the enrollment of nonresident students.

Legal <u>1. 24 P.S. 501</u>

2. 24 P.S. 502

3. 24 P.S. 503

<u>4. 24 P.S. 1301</u>

5. Pol. 200

6. 24 P.S. 1305

7. 24 P.S. 1306

8. 24 P.S. 1302.1

9. 24 P.S. 1184

10. 24 P.S. 1316

11. 24 P.S. 1302

12. Pol. 906

13. Pol. 251

14. 24 P.S. 2561

15. Pol. 607

16. 24 P.S. 1331.1

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17. 24 P.S. 1307
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18. 24 P.S. 1308

19. 24 P.S. 1309

20. 24 P.S. 1310

21. 24 P.S. 2562

22. 22 PA Code 11.18

23. Pol. 254

24. 22 PA Code 11.19

22 PA Code 11.41

24 P.S. 1306.2

24 P.S. 2503

24 P.S. 7302

Pol. 103

Pol. 103.1

Interstate Compact on Educational Opportunity for Military Children (MIC3)

Book Policy Manual

Section 200 Pupils

Title Controlled Substances/Paraphernalia

Code 227

Status First Reading

Adopted May 10, 2010

Last Revised March 11, 2024

Last Reviewed November 12, 2024

Prior Revised Dates 9/9/2013

Purpose

The Board recognizes that the **use and** abuse of controlled substances **as defined in this policy** is a serious problem with legal, physical and social implications for the whole school community. The purpose of this policy is to prohibit student possession, use and/or distribution of controlled substances, except as permitted by applicable state or federal law and Board policy.[1][2]

Definitions

For purposes of this policy, **controlled substances** shall include: [3][4]

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

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

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

Authority

The Board prohibits students from using, possessing, distributing and being under the influence of any controlled substances during school hours, at any time while on school property, at any school-sponsored activity, and during the time spent traveling to and from school and to and from school-sponsored activities.[5][6][7]

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

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

Off-Campus Activities

This policy shall also apply to student conduct that occurs off school property or during nonschool hours to the same extent as provided in Board policy on student discipline.[14]

Delegation of Responsibility

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

- 1. Establish procedures to appropriately manage situations involving students suspected of using, possessing, being under the influence or distributing controlled substances. [15] [16][17]
- 2. Disseminate to students, parents/guardians and staff the Board policy and administrative regulations governing student use of controlled substances.
- 3. Provide education concerning the dangers of abusing controlled substances.
- 4. Establish procedures for education and readmission to school of students convicted of offenses involving controlled substances.

Guidelines

Violations of this policy may result in disciplinary action up to and including expulsion and referral for prosecution.[14][18][19]

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

The Superintendent or designee shall notify the parent/guardian of any student directly involved in an incident involving **the prohibited** possession, use or sale of controlled substances as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the **law enforcement agency** that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee shall document attempts made to reach the parent/guardian.[13][20][23]

In accordance with state law, the Superintendent shall annually, by July 31, report all incidents of **prohibited** possession, use or sale of controlled substances to the **PA Department of Education on the required form.**[13][15][16]

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

No student may be admitted to a program that seeks to identify and rehabilitate the potential abuser without the intelligent, voluntary and aware consent of the student and parent/quardian.

Anabolic Steroids

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

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

Reasonable Suspicion/Testing

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

Legal 1. Pol. 210

2. Pol. 210.1

3. 35 P.S. 780-102

4. 21 U.S.C. 812

5. 24 P.S. 510

6. 24 P.S. 511

7. 22 PA Code 12.3

8. 22 PA Code 10.23

9. 20 U.S.C. 1400 et seq

10. Pol. 103.1

11. Pol. 113.1

12. Pol. 113.2

- 13. Pol. 805.1
- 14. Pol. 218
- 15. 24 P.S. 1306.2-B
- 16. 24 P.S. 1319-B
- 17. 42 Pa. C.S.A. 8337
- 18. Pol. 233
- 19. Pol. 236
- 20. 22 PA Code 10.2
- 21. 22 PA Code 10.21
- 22. 22 PA Code 10.22
- 23. 22 PA Code 10.25
- 24. 35 P.S. 807.1
- 25. 35 P.S. 807.2
- 22 PA Code 403.1
- 35 P.S. 780-101 et seq
- 35 P.S. 807.1 et seq
- 20 U.S.C. 7114
- 20 U.S.C. 7118
- 21 U.S.C. 801 et seq
- 34 CFR Part 300
- Pol. 122
- Pol. 805
- Pol. 823

Book Policy Manual

Section 200 Pupils

Title Threat Assessment

Code 236.1

Status First Reading

Adopted February 18, 2021

Last Revised April 11, 2023

Last Reviewed November 12, 2024

Prior Revised Dates 1/10/2022, 4/4/2022

Purpose

The Board is committed to protecting the health, safety and welfare of its students and the school community and providing the resources and support to address identified student needs. The Board adopts this policy to address student behavior that may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others. [1]

Authority

The Board directs the Superintendent or designee, in consultation with the School Safety and Security Coordinator, to establish a threat assessment team and develop procedures for assessing and intervening with students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community and others. [1]

Definitions

Behavioral service providers – includes, but is not limited to, a state, county or local behavioral health service provider, crisis intervention center or psychiatric hospital. The term includes a private service provider which contracts with a state, county or local government to act as a behavioral health agency.[2]

Bias – the attitudes or beliefs we have about a person or group that affects our understanding, actions and decisions in a conscious or subconscious manner.

Individualized Management Plan – a plan developed for a student who is referred to the threat assessment team that documents the concerns that brought a student to the team's attention, as well as the resources and supports a student might need based on the information gathered during the assessment.

Threat assessment – a fact-based process for the assessment of and intervention with students whose behaviors may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.

Delegation of Responsibility

The Superintendent or designee, in consultation with the School Safety and Security Coordinator, shall appoint individuals to a district threat assessment team.[1]

The Superintendent or designee shall designate a member of the team as team leader for the threat assessment team.[1]

The threat assessment team shall include the School Safety and Security Coordinator and individuals with expertise in school health; counseling, school psychology or social work; special education; and school administration. [1]

The Superintendent or designee may assign additional staff members or designated community resources to the threat assessment team for assessment and response support.

The Superintendent or designee shall develop and implement administrative regulations to support the threat assessment process.

Guidelines

<u>Training</u>

The Superintendent or designee shall ensure that threat assessment team members are provided individual and/or group training annually on: [1]

- 1. Responsibilities of threat assessment team members.
- 2. Process of identifying, reporting, assessing, responding to and intervening with threats.
- 3. Identifying and avoiding racial, cultural or disability bias.[7][8]
- 4. Confidentiality requirements under state and federal laws and regulations, and Board policies.[3][5][9][10][11]
- 5. Youth suicide awareness, prevention and response.[6]
- 6. Trauma-informed approach.[12]

Threat assessment team training shall be credited toward professional education requirements and school safety and security training requirements for staff, in accordance with applicable law and Board policy. [1][5][13][14][15][16]

Information for Students, Parents/Guardians and Staff

The district shall annually notify students, staff and parents/guardians about the existence and purpose of the threat assessment team through posting information on the district website, publishing in handbooks and through other appropriate methods.[1]

The threat assessment team shall make available age-appropriate informational materials to students regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Informational materials shall be available for review by parents/guardians. [1][6][7][17][18][19]

The threat assessment team shall make available informational materials for school employees regarding recognition of threatening or at-risk behavior that may present a threat to the student, other students, school employees, school facilities, the community or others and how to report

concerns, including through the Safe2Say Something program and other district reporting hotlines or methods. Information for school employees shall include a list of the staff members who have been appointed to the threat assessment team. [1][6][7][17][19]

The district shall annually provide mandatory training for school staff on identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with law, Board policy and the standards specified by the state's School Safety and Security Committee.[5][15]

Reporting and Identification

The threat assessment team shall document, assess and respond to reports received regarding students whose behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others.[1]

The threat assessment team shall assist in assessing and responding to reports that are received through the Safe2Say Something Program identifying students who may be a threat to themselves or others. [1][5]

The threat assessment team shall assist in assessing and responding to reports of students exhibiting self-harm or suicide risk factors or warning signs, as identified in accordance with applicable law and Board policy.[1][6]

When the threat assessment team has made a preliminary determination that a student's reported behavior may indicate a threat to the safety of the student, other students, school employees, school facilities, the community or others, the team shall immediately take the following steps: [1]

- 1. Notify the Superintendent or designee and School Safety and Security Coordinator of the reported threat.
- 2. Notify the building principal of the school the student attends of the reported threat, who shall notify the student's parent/guardian of the reported threat.

When a reported student's behavior indicates that there may be an imminent threat to the safety of the student or others, or an emergency situation, a threat assessment team member shall take immediate action, which may include promptly reporting to the appropriate law enforcement agency and school administration.[1][4][5][20]

Where a threat assessment team member has reasonable cause to suspect that a reported situation indicates that a student may be a victim of child abuse, the member shall make a report of suspected child abuse in accordance with law and Board policy.[1][21][22]

<u>Inquiry and Assessment</u>

In investigating, assessing and responding to threat reports, the threat assessment team shall make a determination if the report should be addressed under one or more specific Board policies or administrative regulations, based on the subject matter of the report and the requirements of law, regulations and Board policy, including, but not limited to, reports involving:

- 1. Discrimination/Harassment.[7][17]
- 2. Bullying/Cyberbullying.[19]
- 3. Suicide Awareness, Prevention and Response.[6]

- 4. Hazing.[23]
- 5. Dating Violence.[24]

Members of the threat assessment team shall engage in an assessment of the reported student behavior that may indicate a threat, in accordance with training and established procedures. This process may include, but is not limited to:

- 1. Interviewing the student, other students, staff, parents/guardians or others regarding the subject(s) of the reported threat.
- 2. Reviewing existing academic, health and disciplinary records and assignments, as appropriate, regarding the subject(s) of the report.
- 3. Conducting searches of lockers, storage spaces and other possessions on school property as applicable, in accordance with applicable law, regulations and Board policy.[25]
- 4. Examining outside resources such as social media sites, in coordination with law enforcement, or contacting law enforcement, juvenile probation or community agencies to request additional information about the subject(s) of the report, in accordance with law, regulations and Board policies.
- 5. Where appropriate, convening the appropriate team to assess and/or address the situation that is the subject of the report, such as the Individualized Education Program (IEP) team, Section 504 Team, Behavior Support team, Student Assistance Program team or others.[3] [8][26][27][28][29]

The threat assessment team shall establish and implement procedures, in accordance with the district's memorandum of understanding **with each law enforcement agency having jurisdiction over school property**, to address situations where the investigation of a reported threat shall be transferred to the appropriate law enforcement agency.[4][20]

The threat assessment team may request that the county agency or juvenile probation department consult and cooperate with the team in assessing the student who is the subject of a preliminary determination regarding a threat.[1]

When assessment of a student's behavior determines that it is not a threat to the student, other students, school employees, school facilities, the community or others, the threat assessment team shall document the assessment and may refer the student to other appropriate resources such as a child study team, the Student Assistance Program team, an IEP or Section 504 Team or other district supports and services.

Response and Intervention

The threat assessment team shall develop an Individualized Management Plan for each student identified and assessed as posing a threat to the student, other students, school employees, school facilities, the community or others. The plan should document the team's evaluation of the threat and recommendations for disposition of the threat, including the information gathered during the assessment and recommendations for response and intervention.

Following notification to the student's parent/guardian, the threat assessment team may refer the student to an appropriate program or take action to address the reported situation in accordance with applicable Board policy, which may include, but is not limited to: [1]

- 1. A referral to the Student Assistance Program.[3]
- 2. A referral to the appropriate law enforcement agency. [4][5][20]

- 3. An appropriate evaluation to determine whether the student is a qualified student with a disability in need of a Section 504 Service Agreement or in need of special education services through an Individualized Education Program (IEP), in accordance with applicable law and Board policy.[8][26][29]
- 4. A referral to the student's IEP Team to review and address the student's IEP and/or Positive Behavior Support Plan. This could include, but is not limited to, a manifestation determination or functional behavioral assessment in accordance with applicable law, regulations and Board policy.[26][27][28][29]
- 5. A referral to the student's Section 504 Team to review and address the student's Section 504 Service Agreement and/or Positive Behavior Support Plan.[8]
- 6. With prior parental consent, a referral to a behavioral service provider, health care provider or county agency.[30]
- 7. Addressing behavior in accordance with applicable discipline policies and the Code of Student Conduct.[31][32][33][34]
- 8. Ongoing monitoring of the student by the threat assessment team, a child study team, Student Assistance Program team or other appropriate school personnel.
- 9. Taking steps to address the safety of any potential targets identified by the reported threat. [5][35]

School Safety and Security Incident Reporting -

For **reporting** purposes, the term **incident** means an instance involving an act of violence; the possession of a weapon; the possession, use or sale of a controlled substance or drug paraphernalia as defined in the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act; the possession, use or sale of alcohol or tobacco **products**; or conduct that constitutes an offense listed **in the school safety and security provisions of School Code**.[20][36][37][38]

When a reported threat also meets the definition of an **incident**, in accordance with reporting requirements, the Superintendent or designee shall immediately report required incidents, if not previously reported by district staff, and may report discretionary incidents committed by students on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity to the **law enforcement agency** that has jurisdiction over the school's property, in accordance with state law and regulations, the procedures set forth in the memorandum of understanding with **law** enforcement and Board policies.[20][31][36][37][39][40][41]

The Superintendent or designee shall notify the parent/guardian, if not previously notified by district staff, of any student directly involved in an incident on school property, at any school-sponsored activity or on a conveyance providing transportation to or from a school or school-sponsored activity, who is a victim or suspect, immediately, as soon as practicable. The Superintendent or designee will inform the parent/guardian whether or not the **law enforcement agency** that has jurisdiction over the school property has been or may be notified of the incident. The Superintendent or designee will document attempts made to reach the parent/guardian.[20][37][42]

Students With Disabilities -

When reporting an incident committed by a student with a disability or referring a student with a disability to a law enforcement agency, the district shall provide the information required by state and federal laws and regulations and shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by these authorities. The

district shall ensure compliance with the Family Educational Rights and Privacy Act when transmitting copies of the student's special education and disciplinary records.[9][11][43][44][45][46]

Monitoring and Management

If a student has an Individualized Management Plan, the threat assessment team shall monitor the Individualized Management Plan and coordinate with the designated team or resource to provide support and follow-up assessment as necessary. Follow-up assessments, referrals, reentry plans and other supports shall be documented as part of the student's Individualized Management Plan.

The threat assessment team, in coordination with other appropriate teams and supports, shall determine when the student's Individualized Management Plan is no longer needed for disposition of the threat(s), and may transfer appropriate information in accordance with applicable law, regulations and Board policy.[3][6][8][9][11][26]

Records Access and Confidentiality

In order to carry out their duties and facilitate the timely assessment of and intervention with students whose behavior may indicate a threat, the threat assessment team shall have access to the following student information to the extent permitted under applicable law and regulations:

[1]

- 1. Student health records. [47][48]
- 2. Prior school disciplinary records.[9][11][49]
- 3. Records related to adjudication under applicable law and regulations.[49][50][51][52][53] [54]
- 4. Records of prior behavioral or mental health or psychological evaluations or screenings maintained by the district.
- 5. Other records or information that may be relevant to evaluating a threat or determining treatment or referral options for a student that are maintained by the district.

The threat assessment team shall use all information or records obtained in fulfilling the team's duty in accordance with law to evaluate a threat or to recommend disposition of a threat. Team members shall not redisclose any record or information obtained or otherwise use any record of a student beyond the purpose for which the disclosure was made to the team, in accordance with law.[1]

The threat assessment team shall maintain confidentiality and handle all student records in accordance with applicable law, regulations, Board policy, the Student Records Plan and the district's legal and investigative obligations.[3][6][9][10][11][19][43][45][49][55]

Threat assessment members whose other assignments and roles require confidentiality of specific student communications, in accordance with law, shall ensure that all confidential communications and information are addressed in accordance with applicable law, regulations, Board policy and administrative regulations.[10][56][57][58][59]

Annual Board Report

The threat assessment team shall provide the required information to the Superintendent, in consultation with the School Safety and Security Coordinator, to annually develop and present to the Board, at an executive session, a report outlining the district's approach to threat

assessment, which shall include: [1]

- 1. Verification that the district's threat assessment team and process complies with applicable law and regulations.
- 2. The number of threat assessment teams assigned in the district, and their composition.
- 3. The total number of threats assessed that year.
- 4. A summary of interactions with outside law enforcement agencies, juvenile probation and behavioral service providers.
- 5. An assessment of the district's threat assessment team(s) operation.
- 6. Recommendations for improvement of the district's threat assessment processes.
- 7. Any additional information required by the Superintendent or designee.

The threat assessment team's information addressing verification of compliance with law and regulations, the number of threat assessment teams assigned in the district and their composition, the total number of threats assessed that year, and additional information required by the Superintendent or designee shall be included in the School Safety and Security Coordinator's annual report on district safety and security practices that is submitted to the state's School Safety and Security Committee.[1][4][60]

Legal <u>1. 24 P.S. 1302-E</u> 2. 24 P.S. 1301-E

3. Pol. 236

4. Pol. 805.2

5. Pol. 805

6. Pol. 819

7. Pol. 103

8. Pol. 103.1

9. Pol. 113.4

10. Pol. 207

11. Pol. 216

12. Pol. 146.1

13. 24 P.S. 1205.2

14. 24 P.S. 1205.5

15. 24 P.S. 1310-B

16. Pol. 333

17. Pol. 104

18. Pol. 105.1

19. Pol. 249

20. Pol. 805.1

21. 23 Pa. C.S.A. 6311

- 22. Pol. 806
- 23. Pol. 247
- 24. Pol. 252
- 25. Pol. 226
- 26. Pol. 113
- 27. Pol. 113.1
- 28. Pol. 113.2
- 29. Pol. 113.3
- 30. Pol. 146
- 31. Pol. 218
- 32. Pol. 218.1
- 33. Pol. 218.2
- 34. Pol. 233
- 35. Pol. 709
- 36. 24 P.S. 1319-B
- 37. 22 PA Code 10.2
- 38. 35 P.S. 780-102
- 39. 24 P.S. 1306.2-B
- 40. 22 PA Code 10.21
- 41. 22 PA Code 10.22
- 42. 22 PA Code 10.25
- 43. 20 U.S.C. 1232g
- 44. 20 U.S.C. 1415
- 45. 34 CFR Part 99
- 46. 34 CFR Part 300
- 47. 24 P.S. 1409
- 48. Pol. 209
- 49. Pol. 216.1
- 50. 24 P.S. 1304-A
- 51. 24 P.S. 1305-A
- 52. 24 P.S. 1307-A
- 53. 42 Pa. C.S.A. 6341
- 54. Pol. 218.3
- 55. 24 P.S. 1304-D
- 56. 22 PA Code 12.12
- 57. 42 Pa. C.S.A. 5945
- 58. 42 Pa. C.S.A. 8337
- 59. 42 CFR Part 2
- 60. 24 P.S. 1309-B
- 20 U.S.C. 1400 et seq

35 P.S. 7601 et seq

Pol. 203.1

PA Commission on Crime and Delinquency, School Safety and Security Committee Model K-12 Threat Assessment Procedures and Guidelines

Book Policy Manual

Section 200 Pupils

Title Educational Opportunity for Military Children

Code 254

Status First Reading

Adopted April 8, 2024

Last Reviewed November 12, 2024

<u>Purpose</u>

The Board recognizes the challenges encountered by children of military families due to the frequent moves and deployment of their parents/guardians. The Board is committed to eliminating barriers to student attendance, education and graduation; and to providing additional supports to children of military families in compliance with federal and state laws, regulations and Board policy.

Definitions

Active duty – means full-time duty status in the active uniformed services of the United States, including members of the National Guard and reserve on active duty orders.[1][2]

Children of military families - means a school-aged child, enrolled in kindergarten through twelfth grade, normally residing in the household of an active duty member **or in accordance with applicable law**. Specifically, this includes children of: [3][4]

- 1. Active duty members of the uniformed services.
- 2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one (1) year after medical discharge or retirement.
- 3. Members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one (1) year after death.
- 4. Members of the National Guard or reserve who are required to move to perform responsibilities in their service, which results in the child having to transfer from a public school in another state to a public school in this state. [4]

This does <u>not</u> include the children of: [3]

- 1. Inactive members of the National Guard and military reserves.
- 2. Members of the uniformed services now retired, except as otherwise stated in this policy.
- 3. Veterans of the uniformed services, except as otherwise stated in this policy.

4. Other United States Department of Defense personnel and other federal agency civilian and contract employees not defined as active duty members of the uniformed services.

State Council – an entity to coordinate the state's participation and compliance among its government agencies, school entities and military installations.

Uniformed services – means the U.S. armed forces, Commissioned Corps of the National Oceanic and Atmospheric Administration, and the Commissioned Corps of the Public Health Service.[5]

U.S. armed forces – means the Army, Navy, Air Force, Marine Corps, Coast Guard and Space Force.[5]

Authority

The Board directs the district to comply with the provisions of the Interstate Compact on Educational Opportunity for Military Children (Compact) and this Board policy by: [3][6]

- 1. Facilitating the timely enrollment of children of military families and ensuring that they are not placed at a disadvantage due to difficulty in the transfer of education records from previous school districts or variations in entrance/age requirements.[7][8][9][10]
- 2. Facilitating the student placement process through which children of military families are disadvantaged by variations in attendance requirements, scheduling, sequencing, grading, course content or assessment.[11][12][13][14][15]
- 3. Facilitating the qualification and eligibility for enrollment, educational programs and participation in extracurricular, academic, athletic and social activities.[16][17][18]
- 4. Facilitating the on-time graduation of children of military families.[19]
- 5. Providing for the promulgation and enforcement of administrative rules implementing the provisions of the Compact.
- 6. Providing for the uniform collection and sharing of information between and among states, schools and military families under the Compact.
- 7. Promoting coordination between the Compact and other compacts affecting military children.
- 8. Promoting flexibility and cooperation between the educational system, parents/guardians and the student in order to achieve educational success for the student.

Advance Enrollment

In addition to the provisions of the Compact, the district shall enroll children of a parent/guardian who is an active duty member of the U.S. armed forces, including a reserve component, that has received official military orders to transfer into or within Pennsylvania, prior to establishing residency in this district.[7][9][20]

The parent/quardian shall provide the following:[7][20][21]

- 1. A copy of the official military order.
- 2. Proof of intent to move into this district, which may include: [20]
 - a. A signed contract to buy a home.

- b. A signed lease agreement.
- c. A statement from the parent/guardian stating their intent to move into the district.

Within forty-five (45) days after the arrival date specified in the military orders, the parent/guardian shall provide the district with proof of residence in this district.[20]

The Board shall ensure that children of military families have equal access to the same educational programs, activities and services provided to other district students.

Delegation of Responsibility

The Superintendent shall be authorized to waive specific requirements in Board policies, procedures and administrative regulations to the extent that they create barriers for the enrollment, placement and attendance of children of military families.[7][8][9][12][16][17][19] [22]

The Superintendent or designee shall collaborate with the military family education liaison designated by the State Council, school staff, sending schools, local agencies and other entities in supporting the needs of children of military families.

Guidelines

Children of military families enrolled in this district shall be provided support and services, as appropriate to each individual student's needs, in accordance with the Compact and Board policy. [23][24][25][26][27]

Legal <u>1. 10 U.S.C. 12301 et seq</u> <u>2. 10 U.S.C. 12401 et seq</u>

3. 24 P.S. 7302

4. 24 P.S. 1184

5. 10 U.S.C. 101

<u>6. 24 P.S. 7301</u>

7. Pol. 200

8. Pol. 201

9. Pol. 202

10. Pol. 216

11. Pol. 127

12. Pol. 204

13. Pol. 206

14. Pol. 212

15. Pol. 215

16. Pol. 122

17. Pol. 123

18. Pol. 231

19. Pol. 217

20. 24 P.S. 1302.1

21. 24 P.S. 1302

- 22. Pol. 203
- 23. Pol. 103.1
- 24. Pol. 113
- 25. Pol. 114
- 26. Pol. 138
- 27. Pol. 918
- Pol. 113.4
- Pol. 115
- Pol. 146
- Pol. 209

Interstate Compact on Educational Opportunity for Military Children (MIC3)

254-Attach Educational Opportunity for Military Children Compact Rules.docx (14 KB)

Book Policy Manual

Section 700 Property

Title Facilities Planning

Code 701

Status First Reading

Adopted May 10, 2010

Last Reviewed November 12, 2024

Authority

The Board shall **engage in short-term and long-term** facilities planning **in order to meet the ongoing needs of the district's educational programs and operations.** Involvement of the Board, staff, community, businesses and parents/guardians is an important part of this process.

The Board shall continuously or annually conduct a census of all children from birth to eighteen (18) years living in the district. The Board shall employ as many enumerators or attendance officers as necessary. $\boxed{1}$

Delegation of Responsibility

In order to prepare for the district's future needs, the Superintendent or designee shall keep the Board informed of changing demographics that require planning.

Guidelines

- 1. Prepare a written description of existing physical facilities.
- 2. Report to the Board on the enrollment by grades during the school year.
- 3. Estimate each spring the number of students who will be enrolled in the district's schools inSeptember of the year for which the estimate is made.
- 4. Prepare student population projections and compare the actual population figures to the previously projected figures to detect early any changes in population trends.

Information gathered in the census shall include for each child the name and address of the parents/guardians; name and location of the school in which the child could be **or is enrolled or belongs**; name and address of any employer of a child under eighteen (18); child's name, date of birth, age, sex, nationality, **and** address; and other information the Board may **legally request** to **assist in the** efficient and equitable operation **of** the district.[1]

When planning to enlarge or modify its facilities, the Board shall consider not only the number of students whose educational needs must be met, but also the physical requirements of the programs it deems best suited to meet those needs. [2]

Each school building and site shall provide suitable accommodations to carry out the educational program, including provision for the handicapped/disabled, pursuant to law and regulations.[3] [4][5]

Legal <u>1. 24 P.S. 1351</u>

2. 24 P.S. 701

3. Pol. 103

4. Pol. 103.1

5. Pol. 104

24 P.S. 501

24 P.S. 502

24 P.S. 503

24 P.S. 504

24 P.S. 701.1

24 P.S. 702

24 P.S. 703

24 P.S. 703.1

24 P.S. 704

24 P.S. 706

24 P.S. 731

24 P.S. 731.1

24 P.S. 733

24 P.S. 741

24 P.S. 1601-C et seq

22 PA Code 21.1 et seq

22 PA Code 349.1 et seq

25 PA Code 171.1 et seq

Pol. 100

Pol. 122

Pol. 123

Book Policy Manual

Section 700 Property

Title Sanitary Management

Code 703

Status First Reading

Adopted May 10, 2010

Last Reviewed November 12, 2024

Purpose

The Board recognizes that safeguarding the health and physical well-being of district students **and staff** depends upon the cleanliness and proper sanitary conditions of the school buildings and grounds.

Authority

The Board directs that a program of sanitary management shall be maintained in all district buildings **and facilities** and explained periodically to staff members. [1]

The Board directs that standards be maintained to meet requirements set forth by the Pennsylvania Department of Health, Department of Labor & Industry, and any local agency that has jurisdiction.

Delegation of Responsibility

All district facilities shall be inspected regularly for cleanliness and proper sanitation by the Superintendent or designee.

The Superintendent or designee shall develop and supervise a program for the cleanliness and sanitary management of school buildings **and facilities**, school grounds and school equipment pursuant to **law**, State Board regulations and requirements of the local and state Boards of Health and the Department of Labor & Industry.

Cleanliness of each school building shall be the responsibility of the head custodian.

Teachers shall be responsible for the condition of their classrooms.

Principals shall inspect facilities at least once per month, and report to the Superintendent or designee any conditions that may threaten the comfort, health or safety of occupants.

Legal <u>1. 24 P.S. 701</u>

25 PA Code 171.1 et seq

Book Policy Manual

Section 700 Property

Title Maintenance

Code 704

Status First Reading

Adopted May 10, 2010

Last Reviewed November 12, 2024

Purpose

Adequate maintenance of buildings, property and equipment is essential to fiscal responsibility and efficient management of district facilities.

Authority

The Board directs that a continuous program of inspection and maintenance of all district buildings, property and equipment be established and implemented. Wherever possible, maintenance shall be preventive. [1][2]

Delegation of Responsibility

The Superintendent or designee shall develop and supervise a maintenance program which shall include:

- 1. Regular program of **maintenance**, repair and **improvement of buildings and** facilities.
- 2. Critical spare parts inventory.
- 3. Equipment replacement program.
- 4. Long-range plans for building modernization and conditioning.

The Superintendent or designee shall develop guidelines necessary for maintenance, repair and improvement of physical facilities.

A preventative maintenance schedule for mechanical equipment and vehicles shall be maintained in the office of the Director of Ancillary Services.

Each building principal, in conjunction with the building maintenance employee, shall conduct a physical inspection of the building on a periodic basis and return a written report to the Superintendent or designee as to the findings of that inspection.

The Superintendent shall report annually to the Board regarding the current maintenance and improvement program.

2. 24 P.S. 742 25 PA Code 171.1 et seq

Book Policy Manual

Section 800 Operations

Title School Security Personnel

Code 805.2

Status First Reading

Adopted May 8, 2023

Last Reviewed November 12, 2024

Authority

The Board shall employ, contract for and/or assign staff to coordinate the safety and security of district students, staff, visitors and facilities.

The district shall employ or contract for at least one (1) full-time school security personnel who has completed the training required by law and this Board policy to be on duty during the school day.[1]

The district shall certify to the state School Safety and Security Committee annually that it has met the requirements for school security personnel or has received a waiver, in accordance with applicable law.[1]

Definitions

School security personnel - school police officers, school resource officers and school security guards.[2]

Independent contractor - an individual, including a retired federal agent or retired state, municipal or military police officer or retired sheriff or deputy sheriff, whose responsibilities, including work hours, are established in a written contract with the district for the purpose of performing school security services.[2]

School day - the hours between the morning opening of a school building and the afternoon dismissal of students on a day which classes are in session. [1]

Third-party vendor - a company or entity approved by the PA Commission on Crime and Delinquency that provides school security services in accordance with law.[2]

Delegation of Responsibility

The Superintendent shall appoint a school administrator to serve as the School Safety and Security Coordinator, in accordance with law. When a vacancy occurs in the role of the School Safety and Security Coordinator, the Superintendent shall appoint another school administrator to serve as the School Safety and Security Coordinator within thirty (30) days of the vacancy and shall notify the Board regarding the appointment.[3]

The Superintendent or designee shall submit the name and contact information for the appointed School Safety and Security Coordinator to the state's School Safety and Security Committee within thirty (30) days of the appointment.[3]

The School Safety and Security Coordinator shall report directly to the Superintendent, and shall be responsible for the following: [3]

- 1. Oversee all school police officers and school security quards.
- 2. Review and provide oversight of all Board policies, administrative regulations and procedures related to school safety and security, and ensure compliance with federal and state laws and regulations regarding school safety and security.
- 3. Coordinate training and resources for students and staff related to situational awareness, trauma-informed approaches, behavioral health awareness, suicide and bullying awareness, substance use awareness, emergency procedures and training drills, and identification or recognition of student behavior that may indicate a threat to the safety of the student, other students, school employees, other individuals, school facilities or the community, in accordance with the standards established by the state's School Safety and Security Committee and the requirements of applicable law and regulations.[4][5][6][7][8][9][10] [11][12][13]
- 4. Coordinate a tour of the district's buildings and grounds biennially, or when a building is first occupied or reconfigured, with law enforcement and first responders responsible for protecting and securing the district to discuss and coordinate school safety and security matters.
- 5. Serve as the liaison with law enforcement and other state committees and agencies on matters of school safety and security.
- 6. Serve on the district's threat assessment team(s) and participate in required training and the threat assessment process.[7][14]
- 7. Coordinate School Safety and Security Assessments, School Safety and Security grant requirements and respond to School Safety and Security surveys, as applicable.[11][15]

The School Safety and Security Coordinator shall, within one (1) year of appointment, complete required training as specified by the state's School Safety and Security Committee for serving in the role of a School Safety and Security Coordinator. This training shall be in addition to other training requirements for school administrators, but shall count toward professional education credit, where applicable. [3][16][17][18]

By June 30 of each year, the School Safety and Security Coordinator shall make a report to the Board at an executive session on the district's current safety and security practices, and identify strategies to improve school safety and security.[3][19]

The Board directs the School Safety and Security Coordinator to include the following information in the annual report:

- 1. Threat assessment team information, including verification of compliance with law and regulations, the number and composition of the district's threat assessment team(s), the total number of threats assessed in the past year and additional information on threat assessment required by the Superintendent or designee, in accordance with Board policy. [7][14]
- 2. The number and type(s) of school security personnel contracted or employed by the district, including:[3]

- a. The number of school security personnel that are armed, listed by type(s) of personnel.
- b. The school building at which each school security personnel is assigned, listed by type(s) of personnel.
- c. The training, including the type of training and completion dates, of each school security personnel, listed by type(s) of personnel.
- d. A listing of other individuals utilized by the district for school safety-related duties.
- 3. Reports of required emergency preparedness, fire, bus evacuation and school security drills.[11]
- 4. Information on required school safety and security training and resources provided to students and staff.[11]
- 5. Safe2Say Something aggregate data, including a breakdown of Life Safety and Non-Life Safety reports received.
- 6. School safety and security incident reports for the previous year(s) and/or data collected to date for the current year.[21]
- 7. Updates regarding the district's memorandum of understanding with law enforcement agencies.[21]
- 8. Updates to laws, regulations and/or Board policies related to school safety and security.
- 9. Information on tours, inspections and/or School Safety and Security Assessments of school facilities and programs.
- 10. Information on grants or funding applied for and/or received in support of school safety and security efforts.

A copy of the report, including the required information on threat assessment and school security personnel, shall be submitted to the state's School Safety and Security Committee. [3]

The Superintendent or designee shall implement job descriptions and procedures to address the responsibilities and requirements specific to each category of school security personnel in carrying out their duties.

School security personnel shall carry weapons, including firearms, in performance of their duties only if, and to the extent, authorized by the Board, including as provided in an agreement with a law enforcement agency for the stationing of a School Resource Officer or in a contract with an independent contractor or third-party vendor approved by the Board.

Guidelines

School Police Officers

The district shall **employ and/or contract for** one or more school police officers and apply to the appropriate court for appointment and powers of authority, in accordance with the provisions of law.[2][23][24][25][26]

Within thirty (30) days of court approval for appointment of a school police officer, the district shall notify the School Safety and Security Committee and submit a copy of the court's order.

[22]

School police officer - [2][23][24]

- 1. A law enforcement officer employed by the district whose responsibilities, including work hours, are established by the district; or
- 2. An independent contractor or an individual provided through a third-party vendor who has been appointed in accordance with law, and who meets the requirements of contracted services personnel, in accordance with Board policy.[26]

Background Checks -

Prior to receiving an offer of employment, all school police officers shall comply with the requirements for background checks/certifications and employment history reviews for all school employees, in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for school police employed by the district and Board policy 818 for school police employed by an independent contractor or third-party vendor.[25][26][27][28][29][30]

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school police employed by the district and shall review a background investigation conducted for all school police employed by an independent contractor or third-party vendor.[31][32]

Following an offer of employment, the district shall request the separation record for a school police officer employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency. [33][34]

Requirements -

The district shall annually report the following information regarding school police officers receiving required training to the PA Department of Education, the School Safety and Security Committee and the PA Commission on Crime and Delinquency: [35]

- 1. The district's name and the number of school police officers employed or contracted by the district.
- 2. The municipalities comprising the district.
- 3. The date and type of training provided to each school police officer.

The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.[32]
[36]

School police officers shall take and subscribe to the Oath of Office required by law.[37]

The district shall request that the court grant the school police officer authority to carry a firearm, in accordance with law. The school police officer shall maintain all applicable firearm license and training requirements, in accordance with applicable law and Board policy. [22][38]

School police officers shall successfully complete required training, in accordance with law, and other required staff training, including district training on the use of positive behavior supports, de-escalation techniques and appropriate responses to behavior for students with disabilities, in

accordance with law, regulations and Board policy. [38][39][40][41][42]

School police officers shall possess and exercise the following duties: [43]

- 1. Enforce good order in school buildings, on school buses or vehicles owned or leased by the district, and on school grounds.
- 2. If authorized by the court, issue summary citations or detain individuals who are in school buildings, on school buses and on school grounds in the district until local law enforcement is notified.
- 3. If authorized by the court, a school police officer who is a law enforcement officer employed by the district whose responsibilities, including work hours, are established by the district, may exercise the same powers as exercised under authority of law or ordinance by the police of the municipality in which the school property is located.

School police officers shall wear the assigned metallic shield or badge provided by the district in plain view when on duty. [44]

School Security Guards

The district may **employ and/or contract for** one or more school security guards, in accordance with the provisions of law.[2][25][26][47]

School security guard - an individual employed by the district or a third-party vendor or an independent contractor who is assigned to a school for routine safety and security duties, and has <u>not</u> been granted powers by the court to issue citations, detain individuals or exercise the same powers as exercised by police of the municipality in which the school property is located, in accordance with law. An independent contractor or individual employed by a third-party vendor contracted with the district shall meet the requirements of contracted services personnel, in accordance with Board policy and the provisions of applicable law.[2][24][26][47]

Background Checks -

Prior to receiving an offer of employment, all school security guards shall comply with the requirements for background checks/certifications and employment history reviews for all school employees, in accordance with applicable law, Board policy and administrative regulations. These requirements are addressed separately in Board policy 304 for school security guards employed by the district and Board policy 818 for school security guards employed by an independent contractor or third-party vendor.[25][26][27][28][29][30]

The district shall conduct a law enforcement agency background investigation in compliance with applicable law and regulations for all school security guards employed by the district and shall review a background investigation conducted for all school security guards employed by an independent contractor or third-party vendor.[31][32]

Following an offer of employment, the district shall request the separation record for a school security guard employed or contracted by the district, in accordance with applicable law and regulations for a law enforcement agency. [33][34]

Requirements -

School security guards shall provide the following services, as directed by the district: [47]

1. School safety support services.

- 2. Enhanced campus supervision.
- 3. Assistance with disruptive students.
- 4. Monitoring visitors on campus.[48]
- 5. Coordination with law enforcement officials, including school police officers.
- 6. Security functions which improve and maintain school safety.

School security guards shall successfully complete required training, in accordance with law, and applicable staff training in accordance with Board policy.[47]

The district shall make reports regarding hiring and separation, and shall maintain all records, as required for a law enforcement agency, in accordance with applicable law and regulations.[32]
[36]

Other Agreements

The district shall enter into a cooperative police service agreement(s) with a municipality(ies), in accordance with the provisions of law. [45][49][50][51]

Legal 1. 24 P.S. 1316-C 2. 24 P.S. 1301-C 3. 24 P.S. 1309-B 4. Pol. 146.1 5. Pol. 227 6. Pol. 236 7. Pol. 236.1 8. Pol. 249 9. Pol. 333 10. Pol. 351 11. Pol. 805 12. Pol. 819 13. 24 P.S. 1310-B 14. 24 P.S. 1302-E 15. 24 P.S. 1305-B 16. 24 P.S. 1316-B 17. 24 P.S. 1205.1 18. 24 P.S. 1205.5 19. Pol. 006 20. Pol. 235.1

21. Pol. 805.1

22. 24 P.S. 1302-C

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23. 24 P.S. 1310-C
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24. 24 P.S. 1311-C

25. Pol. 304

26. Pol. 818

27. 24 P.S. 111

28. 24 P.S. 111.1

29. 23 Pa. C.S.A. 6344

30. 23 Pa. C.S.A. 6344.3

31. 37 PA Code 241.5

32. 44 Pa. C.S.A. 7301 et seq

33. 37 PA Code 241.6

34. 44 Pa. C.S.A. 7310

35. 24 P.S. 1303-C

36. 37 PA Code 241.1 et seq

37. 24 P.S. 1304-C

38. 24 P.S. 1305-C

39. 22 PA Code 10.23

40. 22 PA Code 14.104

41. 22 PA Code 14.133

42. Pol. 113.2

43. 24 P.S. 1306-C

44. 24 P.S. 1307-C

45. Pol. 909

46. 24 P.S. 1313-C

47. 24 P.S. 1314-C

48. Pol. 907

49. 24 P.S. 1309-C

50. 42 Pa. C.S.A. 8953

51. 53 Pa. C.S.A. 2303

24 P.S. 1306.2-B

24 P.S. 1319-B

53 Pa. C.S.A. 2301 et seg

Pol. 705

Pol. 709

Book Policy Manual

Section 900 Community

Title Public Comment in Board Meetings

Code 903

Status First Reading

Adopted June 13, 2022

Last Reviewed November 12, 2024

Purpose

The Board recognizes the value of public **input** and the importance of **designating time for** public **comment during open** Board meetings. **The Board also recognizes the importance of diverse viewpoints and commentary.**

This policy addresses the right for the public to comment at open Board meetings and the responsibility of the Board to conduct its business in an orderly and efficient manner. An authorized individual's public comment will be free from interruption, except when the individual's conduct is in violation of law or Board policy.[1]

Authority

An opportunity for district residents and taxpayers to provide comment on matters of concern, official action or deliberation which are or may be before the Board, shall be provided as designated on the Board meeting agenda and in compliance with law, Board policy and district procedures.[1][2][3][4][5]

Copies of the agenda, which includes a listing of each matter of business that will be or may be the subject of deliberation or official action at the meeting, shall be made available to individuals in attendance at the meeting.[3]

The Board **requires** that public comment **on agenda items** be made at the beginning of each meeting. [4]

If the Board determines there is not sufficient time at a meeting for public comments, the comment period may be deferred to the next regular meeting or to a special meeting occurring before the next regular meeting.[4]

The Board shall provide a second public comment period, after the items for action or deliberation have been completed, to comment on items of concern or other matters involving the school district.

When items are added to the agenda after the public comment period has ended, the Board shall offer a further public comment opportunity limited to the added items. [4][6]

An individual's public comment may be interrupted or terminated only under limited circumstances, such as when the individual's commentary is in clear violation of law or Board policy, including but not limited to the following:

- 1. Sexual harassment, racial, ethnic, religious or nationality intimidation towards an individual or individuals in the school community.[7][8][9]
- 2. Disclosure of confidential personal information regarding students or staff.
- 3. Speech that traditionally has not been protected under the First Amendment, such as obscenity, defamation and speech integral to criminal conduct.
- 4. Speech that is profane.
- 5. Speech that constitutes true threats such as inciting imminent lawless action or subjecting individuals to fear of violence.
- 6. Speech that does not concern matters that may come before the Board for deliberation or official action, for example, sales of commercial products or services.

Guidelines

Public comment is limited to residents or taxpayers of this district. Residents or taxpayers may offer public comment in person or by telephone. Speakers may register to comment by contacting the Board Secretary by email (boardsecretary@fcasd.edu), telephone (412-967-2413), or at the district office (611 Field Club Road, Pittsburgh, 15238) during business hours but no later than 12:00pm on the day of the scheduled meeting or appearing in person at the scheduled meeting. Residents or taxpayers who register with the Board Secretary must provide their name, address, subject of comment or topic to be addressed, group affiliation, and whether they will be commenting by person or by telephone. The Board Secretary will list the speaker to comment during the appropriate comment period. Speakers who wish to comment by telephone must provide a phone number where they may be reached during the scheduled meeting. The sign-in sheets will also be provided at each open meeting for those attending the meeting who wish to offer public comment and did not register in advance. Those registering in person must provide their name, address, subject of comment or topic to be addressed, and any group affiliation. Should, at the discretion of the presiding officer, time permit, additional in-person speakers may be permitted.

Participants must be recognized and granted the floor by the presiding officer. During the designated public comment period, the Board Secretary will make two (2) attempts to call a resident or taxpayer who registered to offer comment by telephone in advance. Before commenting, each speaker must state their name and group affiliation, if applicable.

All individuals or groups shall be limited to one (1) presentation on a given topic. Each speaker shall be limited to one (1) three (3) minute comment. When there are multiple speakers on the same issue, the presiding officer may indicate the Board's desire that the speakers designate two (2) people to speak for the group.

When the material to be presented is lengthy, speakers are encouraged to provide written comments in support of their spoken commentary for distribution to Board members for study and review. The presiding officer may announce a specific time limit for speakers' comments.

All statements shall be directed to the presiding officer; no participant may address or questionBoard members individually.

Statement of Presiding Officer

Prior to public comment during the meeting, the presiding officer shall make a statement providing direction and establishing expectations for the period of public comment.

Public Comment

Comment on Agenda Items

The first period for comment shall occur before any agenda items are deliberated or any official action is taken. This comment period shall be limited to those items listed on the meeting agenda for official action or deliberation. If, pursuant to law, a matter is raised on which official action is to be taken, the presiding officer shall call for and allow public comment on such item.

Comment on Other Matters of Concern

A second period for comment on other matters of concern shall be allowed before adjournment. This comment period shall be limited to matters of concern within the authority of the SchoolBoard.

The presiding officer and the district solicitor have the authority to:

- 1. Interrupt an individual to warn the commenter that the statement is too lengthy or conduct is otherwise in violation of this policy.
- 2. After warning, terminate the individual's opportunity to comment when the conduct continues and is in violation of this policy.
- 3. Call a recess or adjourn to another time when an individual's conduct is otherwise in violation of this policy.
- 4. Request an individual to leave the meeting when that person's **conduct is disrupting the operation of the meeting.**[10][11]
- 5. If the individual refuses to leave the meeting, request the assistance of school security personnel or law enforcement to remove the disorderly person to enable the Board to proceed with the orderly operation of the meeting.[12][13]
- 6. Waive the Board's rules regarding public comment with the approval of a majority of those present and voting.

Where the presiding officer's ruling regarding public comment is disputed, it may be overruled by a majority of those school directors present and voting.

Response to Public Comment

The purpose of public comment at Board meetings is to allow the Board to learn the thoughts of the public prior to Board deliberation and official action.

Although the public comment period of the meeting is not a question and answer session between the public and the Board, the Board may direct staff to follow up and address public inquiries in a reasonably prompt manner.

Whenever public comments are subject to the Board policy regarding public complaints, the individual shall be directed to follow the process outlined in the policy for resolution of the issue.[14]

Public Comment Recorded in Board Minutes

The following information regarding public comment is required to appear in the official minutes of each open Board meeting:[5][19]

- 1. The names of all residents and taxpayers who appeared before the Board.
- 2. The subject of their testimony.

Recording Devices and Cameras

Electronic recording devices and cameras, in addition to those used as official recording devices, shall be permitted at open meetings. [21]

- 1. Electronic recording devices, other than those used as official recording devices, mobile phones, cameras, and video cameras, will be permitted at meetings subject to prior knowledge of the Board. Anyone intending to use a recording device should contact either the Coordinator of Communications or the Board Secretary prior to the meeting so that accommodations, as necessary, may be made.
- 2. Electronic devices may not be used in a manner that will interrupt or intimidate any speaker during a School Board meeting. When recording a segment of the School Board meeting, users may not step beyond the third row from the front of the audience section of the Boardroom at any time.
- 3. Reporters/Technicians may not disrupt any School Board meeting. The use of an electronic recording device should not disrupt the orderly transaction of business or the decorum of the meeting.

At committee meetings, a period of public comment shall occur for comment on items scheduled for discussion at the meeting relevant to the actions and purpose of the committee.

Legal

1. 65 Pa. C.S.A. 710

2. 24 P.S. 407

3. 65 Pa. C.S.A. 709

4. 65 Pa. C.S.A. 710.1

5. Pol. 006

6. 65 Pa. C.S.A. 712.1

7. Pol. 103

8. Pol. 103.1

9. Pol. 104

10. 18 Pa. C.S.A. 5101

11. 18 Pa. C.S.A. 5508

12. 18 Pa. C.S.A. 3503

13. Pol. 805.2

14. Pol. 906

15. Pol. 113.4

16. Pol. 216

17. Pol. 800

18. Pol. 801

19. 65 Pa. C.S.A. 706

20. Alekseev v. City Council of Philadelphia, 8 A.3d 311 (Pa. 2010)

21. 65 Pa. C.S.A. 711

U.S. Const. Amend. I

PA Const. Art. I

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

18 Pa. C.S.A. 1 et seq

18 Pa. C.S.A. 5903

Counterman v. Colorado, 600 U.S. 66, 143 S. Ct. 2106, 216 L. Ed. 2d 775 (2023)

Hatchard v. Westinghouse Broadcasting, 516 Pa. 184, 532 A.2d 346 (1987)

Fox Chapel Area School District

Combined Agenda Study Session and Regular Business Meeting

December 3, 2024

Enrollment and Fire Drills

					Fox Chan	Fox Chanel Area School District <u>Enrollment</u> <u>December 2024</u>	ol District								
School	Pre-K	×	1	7	ဧ	4	vo	9	٢	∞	6	10	11	12	Total
Fairview Elementary School		18	19	22 21	22	27	22								389
Hartwood Elementary School		20 19 19	23	23 23 22	21 20 20 18	22 23 24	22 23 25								387
Kerr Elementary School	20	18 18 16	20 18 19 19	22 21 22	23 22 22	25 24 24	27 26 25								448
O'Hara Elementary School		20 20 20 20 21 21	22 22 23 25 25	22 17 20 21 21 21	557555	25 72 72 72	33 53 53 53 53 53								727
Dorseyville Middle School								341	302	343					986
Fox Chapel Area High School											355	343	319	346	1,363
TOTAL As of November 2024	20	304	288	322	340	352	325	341	302	343	355	343	319	346	4,300

10 Minutes 00 Seconds (Security Drill)
05 Minutes 35 Seconds
05 Minutes 00 Seconds
03 Minutes 55 Seconds
06 Minutes 01 Second
08 Minutes 25 Seconds (Security Drill)

11/04/24 11/15/24 11/14/24 11/19/24 11/18/24

Fairview Elementary School Hartwood Elementary School Ker Elementary School O'Hara Elementary School Dorsevville Middle School Fox Chapel Area High School

Fire Drills