

Saucon Valley School District

Regular Meeting of the Board of Education

February 25, 2025

High School Audion

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

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

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

Agenda

6:40 pm – Executive Session for the purpose of Personnel Matters

- I. **Call to the Order** – *Cedric Dettmar, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board Secretary*
- IV. **Motion to Approve Agenda**
- V. **Announcement of Executive Session** – Personnel Matters
- VI. **Approval of Minutes** – February 11, 2025
- VII. **Recognition** – George Lookenbill – 1st place Greater Lehigh Valley Auto Dealers Association Automotive Technology Competition
- VIII. **Presentation** – A. Nakeshia Downer – Food Service Director
B. Dr. David Ruth – President Northampton Community College
- IX. **High School SGA Representative's Report**
- X. **Superintendent's Report** – *Jaime Vlasaty, Superintendent*
- XI. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*
- XII. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$642,844.88
 - B. Cafeteria Expenditures – \$22,303.90
 - C. Health Benefits – \$13,272.84
 - D. Capital Projects – None

Recommendations for Approval

Presentation of Bills

1. Approve the above Presentation of Bills.

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

XIII. Treasurer's Report – *Donald Carpenter/David Bonenberger*

- A. Cash Investment and Bond Activity
- B. Condensed Board Summary Report
- C. Budget Transfers – \$11,375.00
- D. Middle School Activity Report – January 31, 2025
- E. High School Activity Report – January 31, 2025

Recommendations for Approval

Treasurer's Report

1. Approve the above Treasurer's Report.

Recommendation: To approve all motions and recommendations listed in the Treasurer's Report.

XIV. AGENDA ITEMS

A. Education

Items/Projects for Discussion

- A. Academic & Personnel Committee Meeting Summary – 2/5/2025

Second and Final Reading Policies

1. Approve the second and final reading of the following policies:
 - 103 - Nondiscrimination/Discriminatory Harassment – School and Classroom Practices
 - 103.1 - Nondiscrimination-Qualified Students with Disabilities
 - 104 - Discrimination/Harassment Affecting Staff
 - 104 AR-2 – Reasonable Break Time and Lactation Accommodations
 - 202 - Eligibility of Non-Resident Students
 - 234 - Pregnant/Parenting/Married Students
 - 234-AR-0 - Students Experiencing Pregnancy/Pregnancy-Related Conditions or Parenting
 - 247 - Hazing
 - 247-AR-0 - Hazing
 - 247-AR-2 - Notice to Complainant and/or Parent/Guardians of Complainant
 - 249 - Bullying/Cyberbullying
 - 249-AR-0 - Bullying/Cyberbullying
 - 252 - Dating Violence
 - 317.1 - Educator Misconduct
 - 610 - Purchases Subject to Bid/Quotation
 - 611 - Purchases Budgeted
 - 626 - Federal Fiscal Compliance
 - 626 Attachment - Procurement – Federal Programs
 - 626 Attachment - Administration of Federal Funds – Types of Costs, Obligations and Property Management

626 Attachment - Cash Management – Federal Programs

626 Attachment - Allowability of Costs – Federal Programs

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

B. Personnel

Items/Projects for Discussion

A. None

Recommendations for Approval

Mentor

1. Approve Lauren Sakasitz as a mentor for Jennifer Brazinski for the 2024-2025 school year. Salary is per the current professional agreement, which may be prorated if not a full year of mentorship.

2025-2026 Fall Head Athletic Coaches

2. Approve the following Head Varsity Coaches for the 2025-2026 Fall Athletic Season:

Football	Anthony Brinkley	\$9,555.00
Field Hockey	Mary Kathryn Omdahl	\$5,919.00
Girls Soccer	Trent Seibert	\$5,877.00
Boys Soccer	Tyler Horton	\$5,712.00
Girls Volleyball	Harrison Henne	\$4,949.00
Girls Tennis	Dr. Michael Krentz	\$4,651.00
Golf	Tim Shook	\$4,011.00
Sideline Cheerleading	Tara Matus	\$3,045.00

2024-2025 Athletic Spring Coaches

3. Approve the following Spring Athletic Coaches:

Baseball

Assistant Varsity	Justin Reiss	\$4,000.00
Assistant Varsity	Tyler Keifer	\$1,500.00
Head Jr High	Alstan Wolfe	\$3,000.00
Assistant Jr High	Eric Wolfe	\$1,500.00
Head Jr Varsity	Joshua Pearson	\$3,000.00

Softball

Assistant Varsity	Giana Schick	\$3,000.00
Statistician	Matthew Seyfried	\$12.50/hour
Assistant JH	Kayla Brown	\$1,100.00
Scorekeeper	Brenda Anthony	Volunteer
Assistant Varsity	Greg Best	Volunteer

Co-Ed MS Soccer

Assistant	Keiran Walsh	\$1,450.00
Assistant	Tyler Hortan	\$1,450.00
Assistant	John Murphy	Volunteer
Assistant	Nevair Goudsouzian	Volunteer

Tennis-Boys

Head	Dr. Michael Krentz	\$4,500.00
Assistant	Deb Philpots	\$1,100.00

Lacrosse-Boys

Head	Nathan Kehs	\$5,750.00
Assistant	Timothy Weaver	\$1,600.00
Assistant	Greg Nolf	\$1,600.00

Lacrosse-Girls

Assistant	Katherine Nailburg	\$1,700.00
Assistant	Nicole Martins	\$1,700.00
Assistant	Eric Nailburg	Volunteer

HS Track & Field

Head	Chris Fluck	\$5,600.00
Assistant	Michael Vidumsky	\$3,800.00
Assistant	Bob Davis	Volunteer

Resignation

4. Approve the resignation of Kendra Schessler as the K-2 Elementary School Musical Director effective February 25, 2025.

Promotion

5. Approve the promotion of Calista Unger from the K-2 Musical Assistant Director to the K-2 Musical Director, effective February 25, 2025.

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

C. Facilities**Items/Projects for Discussion**

- A. Facilities Committee Meeting Summary – 2/12/2025

No Agenda Items for Approval

Recommendation: No items for approval.

D. Finance**Items/Projects for Discussion**

- A. Finance Committee Meeting Summary – 2/12/2025

2024-2025 Budget Timeline for the 2025-2026 School Year

May 31, 2025 - *District Deadline* to adopt the 2025-2026 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

June 10, 2025 (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2025-2026 Proposed Final Budget available for public inspection on PDE-2028.

June 20, 2025 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2025-2026 final budget.

Mobile Technology Graphics *

1. Approve the contract with MTG for streaming of the Class of 2025 High School Graduation at a cost of \$4,221.25.

Graduation Stage Purchase *

2. Approve the purchase of a stage from Wenger Corp. for high school graduation in the amount of \$6,338.08.

Graduation Backdrop Rental *

3. Approve the rental of the backdrop and the truss from Center Stage for the high school graduation, in the amount of \$1,284.00.

Middle School Assistant Track Coach *

4. Approve the addition of a Middle School Assistant Track Coach position with a stipend of \$1,000.00.

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

E. Community Updates

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

F. Northampton Community College – *Susan Baxter*
(Meetings are on the first Thursday of every month)**G. Bethlehem Area Vo-Tech School** – *Vivian Demko & Cedric Dettmar*
(Meetings are on the first Tuesday of every month)**H. Colonial Intermediate Unit** – *Dr. Shamim Pakzad*
(Meetings are on the fourth Wednesday of every month)**I. PSBA Representative** – *Donald Carpenter & Jay Santos***J. New Business****K. Old Business****XV. Citizens' Inquiries and Comments** – *Visitors should state their name and address.***XVI. Announcements****Future Meetings ~**

March 11, 2025– 7 pm – Business Meeting – High School Audion

March 25, 2025– 7 pm – Business Meeting – High School Audion

XVII. Motion to Adjourn Meeting

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

The Business Meeting of the Board of Directors of the Saucon Valley School District was held on Tuesday, February 11, 2025, in the High School Audion. Present were Directors William Broun, Donald Carpenter, John Conte, Vivian Demko, Laurel Erickson-Parsons, Tracy Magnotta - online, and Jay Santos. Shamim Pakzad was absent. Also present were Jaime Vlasaty, Superintendent, Judith Riegel, Board Secretary, and Mark Fitzgerald, District Solicitor.

- I. **Call to the Order** – 7:01 pm - *Cedric Dettmar, President, presiding*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *Judith Riegel, Board Secretary*
8-present, 1-absent (Pakzad)
- IV. **Motion to Approve Agenda** – Director Demko, seconded by Director Santos moved to approve the agenda. Vote: 8-yes, 0-no, 1-absent (Pakzad)
- V. **Announcement of Executive Session** – Personnel
- VI. **Approval of Minutes** – Director Conte, seconded by Director Santos, moved to approve the minutes of January 28, 2025. Vote: 8-yes, 0-no, 1-absent (Pakzad)
- VII. **Recognition** – None
- VIII. **Presentation** – None
- IX. **High School SGA Representative's Report** – Peter Albano
- X. **Superintendent's Report** – *Jaime Vlasaty, Superintendent* – No Report
- XI. **Courtesy of the Floor to Visitors – Agenda Items Only** – None
- XII. **Presentation of Bills** – *David Bonenberger*
 - A. General Expenditures – \$680,488.18
 - B. Cafeteria Expenditures – \$25,574.74
 - C. Health Benefits – None
 - D. Capital Projects – None
 1. Approve the above Presentation of Bills.Director Conte, seconded by Director Erickson-Parsons, moved to approve the Presentation of Bills. Vote: 8-yes, 0-no, 1-absent (Pakzad)
- XIII. **Treasurer's Report** – *Donald Carpenter/David Bonenberger*
 - A. Cash Investment and Bond Activity
 - B. Condensed Board Summary Report
 - C. Budget Transfers – \$120.00
 - D. Middle School Activity Report – None
 - E. High School Activity Report – None
 1. Approve the above Treasurer's Report.

Director Erickson-Parsons, seconded by Director Conte, moved to approve the Treasurer's Report. Vote: 8-yes, 0-no, 1-absent (Pakzad)

XIV. AGENDA ITEMS

A. Education

1. Approve the attached calendar for the 2025-2026 school year.

Director Erickson-Parsons, seconded by Director Carpenter, moved to approve the Treasurer's Report. Vote: 8-yes, 0-no, 1-absent (Pakzad)

B. Personnel

1. Approve an unpaid maternity leave for Lauren Picketts, elementary school teacher, from April 1, 2025 until the end of the 2024-2025 school year. She will return to her teaching position for the beginning of the 2025-2026 school year.
2. Approve the resignation of Matthew Sueta as a Dedicated Building Substitute, effective February 3, 2025.
3. Approve the resignation of Jacqueline Febbo as the 2024-2025 FBLA advisor effective February 7, 2025.
4. Approve the resignation of Edward Kolosky as the Track & Field Coach.
5. Approve the following individuals for the 2024-2025 After-School ACE Program at \$45.00 per hour:
David Lloyd Amanda Holveck Brianna Keeney
6. Approve Amanda Brady as a Middle School Study Hall Monitor at \$25.00/hour.
7. Approve the resignation of Deborah Yocum – Transportation Administrative Assistant. Her last day with the district will be February 21, 2025.

Director Erickson-Parsons, seconded by Director Conte, moved to approve Personnel Items #1-7. Vote: 8-yes, 0-no, 1-absent (Pakzad)

C. Facilities

1. Approve the attached Surplus/Obsolete items.

Director Erickson-Parsons, seconded by Director Santos, moved to approve Facilities Item #1. Vote: 8-yes, 0-no, 1-absent (Pakzad)

D. Finance**2024-2025 Budget Timeline for the 2025-2026 School Year**

May 31, 2025 - *District Deadline* to adopt the 2025-2026 proposed final budget and upload the signed Certification of Use of PDE-2028 into the Consolidated Financial Reporting System application.

June 10, 2025 (20 days prior to final budget adoption deadline) – *District Deadline* to make the 2025-2026 Proposed Final Budget available for public inspection on PDE-2028.

June 20, 2025 (10 days prior to final budget adoption deadline) – *District Deadline* to offer public notice of its intent to adopt the 2025-2026 final budget.

1. Motion by the Saucon Valley School District Board of School Directors to approve a successor Articles of Agreement with the Bethlehem Area School District and Northampton School District surrounding the participation in and governance of the Bethlehem Area Vocational Technical School for a time period commencing July 1, 2025 through June 30, 2075. In approving this motion, the Board hereby waives any applicable sixty day wait period under the current articles to take action on the successor Articles of Agreement.
2. Motion to approve a Memorandum of Understanding with the Bethlehem Area School District and Northampton School District surrounding project funding for certain capital initiatives to be undertaken by the Bethlehem Area Vocational Technical School involving the Factory Building.

Director Demko, seconded by Director Conte, moved to approve Finance Items #1&2.
Vote: 8-yes, 0-no, 1-absent (Pakzad)

3. Approve the attached IDEA – Part B Use of Funds Agreement with the Colonial IU#20.
4. Approve the attached agreement with CIU 20 for RWAN Internet and DDoS Services.
5. Approve a contract with On The Field Music for the 2025 Marching Band Show in the amount of \$2,250.00.
6. Approve a Cooperative Sports Team Agreement between Saucon Valley School District & Palisades School District regarding participation in Boys High School Lacrosse.

Director Conte, seconded by Director Erickson-Parsons, moved to approve Finance Items #3-6. Vote: 8-yes, 0-no, 1-absent (Pakzad)

E. Community Updates

- **Hellertown/Lower Saucon Chamber of Commerce** – *John Conte* – None

- **Saucon Valley Foundation for Educational Innovation** – *Tracy Magnotta* - None

F. Northampton Community College – *Susan Baxter* - None

G. Bethlehem Area Vo-Tech School – *Vivian Demko & Cedric Dettmar* - None

H. Colonial Intermediate Unit – *Dr. Shamim Pakzad* - None

I. PSBA Representative – *Donald Carpenter & Jay Santos* – PSBA has webinars on Immigration Law, Ethics Act and the PA State Budget

J. New Business – Director Broun commented on the anniversary of the US Constitution. Principal Braxmeier spoke on parent volunteer opportunities.

K. Old Business – Director Santos asked about status of the topic of Solar energy that had been previously discussed at a committee meeting.

XV. Citizens' Inquiries and Comments – None

XVI. Announcements

Future Meetings ~

February 25, 2025– 7 pm – Business Meeting – High School Audion

March 11, 2025– 7 pm – Business Meeting – High School Audion

XVII. Motion to Adjourn Meeting - Board President Dettmar adjourned the meeting at 7:47 p.m.

ATTEST _____
Secretary
President

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 02/26/2025 - 02/26/2025

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		4 Seasons Garden Center			2,576.00
		Achievement House Cyber Charter School			2,941.45
		AFLAC	DED: AFLA - Full Payroll Pay Date: 2/20/2025	DED: AFLA - Full Payroll Pay Date: 2/6/2025	66.54
		AHOLD FINANCIAL SERVICES	GIANT		503.63
		BANGOR SLATER BAND BOOSTERS			333.00
		BANKO SHIRLEY	SENIOR CITIZENS TAX REBATE		300.00
		BEHAVIORIAL HEALTH ASSOCIATES			128.00
		BERKS ARTS			450.00
		BERKS COUNTY INTERMEDIATE UNIT			217.50
		BOYKO'S PETROLEUM SERVICE INC.			625.50
		BUCKS COUNTY INTERMEDIATE			3,050.00
		BUS PARTS WAREHOUSE	Supplies		440.42
		CCIU- CHESTER COUNTY IU			7,585.22
		COOPER ELECTRIC SUPPLY CO.			20.15
		CREST/GOOD MFG. CO	Supplies		1,296.15
		GREAT LAKES SPORTS	Repair/Maintenance Equipment		1,333.00
		GROVE CITY SCHOOL DISTRICT			3,360.00
		HAMPTON LANES	FIELD TRIP		100.00
		HOME DEPOT CREDIT SERVICES		Class Supplies for Tech ED- Blanket PO for Home Depot	1,574.30
		KEYSTONE COLLECTIONS GROUP			850.00

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 02/26/2025 - 02/26/2025

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		MARLIN LEASING CORP			11,316.04
		MIND OF THE ATHLETE, LLC			8,333.22
		MKSD ARCHITECTS			4,049.22
		NORTH PENN KNIGHTS WRESTLING			270.00
		PA DEP			100.00
		PA FBLA			2,244.00
		PAUL JASO, LLC - DBA:ON THE FIELD MUSIC			2,250.00
		PMEA			149.00
		PSADA			455.00
		PSADA			270.00
		PTFCA			15.00
		ROHRER BUS SALES INC.	Supplies		102.72
		SAUCON VALLEY MUSIC			245.00
		SAUCON VALLEY SPORTING GOODS			183.00
		SCHOOL FOOD SERVICE SOLUTIONS			1,950.00
		THE PENNSYLVANIA CYBER CHARTER SCHOOL	SPEC ED TUITION CHARTER SCHOOL	TUITION - CHARTER SCHOOLS	51,253.95
		UNITED ELECTRIC SUPPLY COMPANY INC.			121.76

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL Payment Dates: 02/26/2025 - 02/26/2025

Payment Categories: Regular Checks

Sort: Payment Number

10 - GENERAL FUND	111,058.77
Grand Total All Funds	111,058.77
Grand Total Credit Cards	0.00
Grand Total Direct Deposits	0.00
Grand Total Manual Checks	0.00
Grand Total Other Disbursement Non-negotiables	0.00
Grand Total Procurement Card Other Disbursement Non-negotiables	0.00
Grand Total Regular Checks	111,058.77
Grand Total Virtual Payments	0.00
Grand Total All Payments	111,058.77

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 02/26/2025 - 02/26/2025

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		ABA SUPPORT SERVICES LLC			9,854.72 <i>D</i>
		AGORA CYBER CHARTER SCHOOL			2,941.45 <i>D</i>
		ALL PHASE ELECTRIC SUPPLY	Supplies		192.97 <i>D</i>
		AMAZON CAPITAL SERVICES	SUPPLIES	Paint Sets for Art Class	2,392.91 <i>D</i>
		ARTS ACADEMY CHARTER SCHOOL			9,410.00 <i>D</i>
		ARTS ACADEMY ELEMENTARY CHARTER SCHOOL			3,527.10 <i>D</i>
		ASCENDANCE TRUCKS PENNSYLVANIA LLC	SUPPLIES - TRANSPORTATION		1,048.12 <i>D</i>
		BACKUPIFY			48.49 <i>D</i>
		BANCROFT			4,700.00 <i>D</i>
		Brianna Reed			550.77 <i>D</i>
		CAPSTONE SCHOOLS LLC			9,787.50 <i>D</i>
		CARDINAL POINT SECURITY GROUP			7,290.00 <i>D</i>
		CENTER STAGE LIGHTING & RIGGING INC.			6,543.85 <i>D</i>
		COLONIAL INTERMEDIATE UNIT #20			135,194.78 <i>D</i>
		Commercial Kitchen Repairs			650.00 <i>D</i>
		COMMONWEALTH CHARTER ACADEMY	SPEC ED TUITION CHARTER SCHOOL		102,886.33 <i>D</i>
		DEBORAH KIMBALL	Reimbursement for Giant/BJ's/Costco for cooking		903.12 <i>D</i>
		DEEGAN JAMES			95.40 <i>D</i>
		DELVAL EQUIPMENT CORP.			1,010.51 <i>D</i>
		EAS WATER COFFEE PAPER			257.41 <i>D</i>

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 02/26/2025 - 02/26/2025

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		EASTON ARTS ACADEMY ELEMENTARY CHARTER SCHOOL			2,941.45 <i>D</i>
		EI US LLC			1,436.40 <i>D</i>
		ENTERTAINMENT SERVICES GRP INC	Rental		140.00 <i>D</i>
		EVERDRIVEN TECHNOLOGIES LLC			11,611.06 <i>D</i>
		FOX ROTHSCHILD LLP			7,646.50 <i>D</i>
		GENERAL HEALTHCARE RESOURCES LLC			1,468.47 <i>D</i>
		HUB INTERNATIONAL			1,975.00 <i>D</i>
		INSIGHT PA CYBER CHARTER SCHOOL			2,941.45 <i>D</i>
		J.W. PEPPER & SON INC.	Blanket PO for Choir		140.99 <i>D</i>
		JOHNSTONE SUPPLY	Supplies		767.64 <i>D</i>
		KEITHS LOCK & DOOR SERVICE			1,834.00 <i>D</i>
		KELLY SERVICES INC	PROFESSIONAL ED SERVICES		38,634.65 <i>D</i>
		LAKESHORE LEARNING MATERIALS	SUPPLIES		413.93 <i>D</i>
		LEHIGH LEARNING ACADEMY			3,401.00 <i>D</i>
		LEHIGH VALLEY DUAL LANGUAGE CHARTER SCHOOL			4,997.82 <i>D</i>
		LINCOLN LEADERSHIP ACADEMY CHARTER SCHOOL			7,939.27 <i>D</i>
		MELMARK			46,990.00 <i>D</i>
		MICROBAC LABORATORIES INC.	Pool Testing		174.52 <i>D</i>
		MUSIC & ARTS	ES office	Music & Arts Blanket PO Repairs	1,989.11 <i>D</i>
		NORTHEAST JANITORIAL SUPPLY	Supplies		463.50 <i>D</i>

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: GF - FULTON BANK - GENERAL **Payment Dates:** 02/26/2025 - 02/26/2025

Payment Categories: Direct Deposits
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		PENNWOOD CYBER CHARTER SCHOOL			7,353.65 <i>D</i>
		REACH CYBER CHARTER SCHOOL			8,824.35 <i>D</i>
		SCHULTZ KERRY	CONFERENCE		67.00 <i>D</i>
		SEVEN GENERATIONS CHARTER SCHOOL			18,820.02 <i>D</i>
		SV EDUCATIONAL SUPPORT PROFESSIONALS	SUPPORT STAFF DUES W/H PAYABLE		1,031.45 <i>D</i>
		SYSCO OF CENTRAL PA			956.29 <i>D</i>
		THE LEHIGH VALLEY CHARTER H.S. FOR THE ARTS INC.			31,171.47 <i>D</i>
		TYLER TECHNOLOGIES INC.	Software Renewal		7,252.69 <i>D</i>
		UGI UTILITIES INC			17,164.33 <i>D</i>
		WEX HEALTH INC			316.00 <i>D</i>
		ZEP SALES & SERVICE	Supplies		1,636.67 <i>D</i>
10 - GENERAL FUND					531,786.11
Grand Total All Funds					531,786.11
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					531,786.11
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					0.00
Grand Total Virtual Payments					0.00
Grand Total All Payments					531,786.11

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: CL - CAFE - FULTON(LAFAYETTE) **Payment Dates:** 02/26/2025 - 02/26/2025

Payment Categories: Regular Checks

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
		GOLD CREEK FOODS LLC			1,068.16
		HERSHEY'S CREAMERY COMPANY			1,050.48
		POCONO MOUNTAIN DAIRIES			3,909.41
		ROCKLAND BAKERY INC.			495.30
		SINGER EQUIPMENT COMPANY			1,742.24
		SYSCO OF CENTRAL PA			13,619.07
		Tasty Brands LLC			61.92
		VALLEY GREEN FOODS			357.32
50 - CAFETERIA					22,303.90
Grand Total All Funds					22,303.90
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					0.00
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					22,303.90
Grand Total Virtual Payments					0.00
Grand Total All Payments					22,303.90

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

FUND ACCOUNTING PAYMENT SUMMARY

Bank Account: PH - PLGIT HEALTH BENEFIT **Payment Dates:** 01/29/2025 - 02/25/2025

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards

Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
* 00W4125878	01/29/2025	DELTA DENTAL	WEEKLY CLAIMS		3,076.20
* 00W4131103	02/04/2025	SYNCHRONY RX	ADMIN FEES		2,605.08
* 00W4131104	02/05/2025	SYNCHRONY RX	HEALTH INSURANCE EXPENSE PAYAB		44.00
* 00W4132217	02/05/2025	DELTA DENTAL	WEEKLY CLAIMS		3,473.99
* 00W4138861	02/14/2025	VISION BENEFITS OF AMERICA	JAN CLAIMS		1,547.01
* 00W4141601	02/20/2025	DELTA DENTAL	WEEKLY CLAIMS		2,526.56
10 - GENERAL FUND					13,272.84
Grand Total All Funds					13,272.84
Grand Total Credit Cards					0.00
Grand Total Direct Deposits					0.00
Grand Total Manual Checks					0.00
Grand Total Other Disbursement Non-negotiables					13,272.84
Grand Total Procurement Card Other Disbursement Non-negotiables					0.00
Grand Total Regular Checks					0.00
Grand Total Virtual Payments					0.00
Grand Total All Payments					13,272.84

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

Cash, Investment and Bond Activity January 31, 2025

CASH ACCOUNTS

	<u>Balance January 1, 2025</u>	<u>Earnings/Deposits</u>	<u>Disbursements</u>	<u>Balance January 31, 2025</u>
PLGIT General	\$ -	\$ -	\$ -	\$ -
PLGIT Salary	17,222.26	0.00	0.00	17,222.26
PLGIT General (3)	2,443,605.04	990,261.25	2,446,273.42	987,592.87
PLGIT Reserve Class (3)	18,734,705.28	67,641.37	1,100,000.00	17,702,346.65
PLGIT Health Benefits	18,128.51	535,828.44	535,828.44	18,128.51
PLGIT Cafeteria	278,112.11	1,000.26	0.00	279,112.37
Fulton Payroll	676.22	1,133,272.02	1,133,239.94	708.30
Fulton General	1,553,404.82	1,116,531.54	1,648,881.81	1,021,054.55
Fulton Flexible Spending	26,110.49	14,758.58	20,951.28	19,917.79
Fulton Cafeteria	73,108.43	30,167.63	47,867.34	55,408.72
Total Cash Accounts	<u>\$ 23,145,073.16</u>	<u>\$ 3,889,461.09</u>	<u>\$ 6,933,042.23</u>	<u>\$ 20,101,492.02</u>

*Earnings/Deposits includes transfers of \$2,783,859.04 between accounts

**Disbursements includes transfers of \$2,783,859.04 between accounts

INVESTMENT ACCOUNTS

	<u>Balance January 1, 2025</u>	<u>Earnings/Deposits</u>	<u>Disbursements</u>	<u>Balance January 31, 2025</u>
PSDLAF	\$ 8,640,453.88	\$ 14,112.42	\$ -	\$ 8,654,566.30
PLGIT / PLUS (61)	0.00	0.00	0.00	0.00
Total Investment Accounts	<u>\$ 8,640,453.88</u>	<u>\$ 14,112.42</u>	<u>\$ -</u>	<u>\$ 8,654,566.30</u>

	<u>Balance January 1, 2025</u>	<u>Earnings/Deposits</u>	<u>Disbursements</u>	<u>Balance January 31, 2025</u>
1998 Construction Fund (195-04)	\$ -	\$ -	\$ -	\$ -
G.O. Bonds, Series of 2017 (195-14)	0.00	0.00	0.00	0.00
2003 Emmaus Bond, Const Fund (195-08)	0.00	0.00	0.00	0.00
Land Purchase GOB Series 2005 (195-10)	0.00	0.00	0.00	0.00
GESP Phase II GOB Series 2013A (195-12)	0.00	0.00	0.00	0.00
Total Bond Issue	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

CAPITAL RESERVE FUND

	<u>Balance January 1, 2025</u>	<u>Earnings/Deposits</u>	<u>Disbursements</u>	<u>Balance January 31, 2025</u>
Capital Reserve Fund	<u>\$ 74.97</u>	<u>\$ 0.31</u>	<u>\$ -</u>	<u>\$ 75.28</u>

(UNAUDITED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
10	GENERAL FUND						
1000							
1100							
1110	REG PROG ELEM/SECONDARY	22,682,201.84	1,649,467.10	10,272,525.60	131,618.32	12,278,057.92	45.87
	Total	22,682,201.84	1,649,467.10	10,272,525.60	131,618.32	12,278,057.92	45.87
1200							
1225	SPEECH	451,245.00	38,703.59	219,550.98	33.60	231,660.42	48.66
1231	EMOTIONAL SUPPORT	407,893.00	34,690.05	224,640.76	0.00	183,252.24	55.07
1241	LEARNING SUPPORT	8,282,618.00	674,827.43	4,361,046.41	599.34	3,920,972.25	52.66
1243	GIFTED SUPPORT	286,761.00	34,344.40	197,298.68	90.49	89,371.83	68.83
1270	MULTI-HANDICAPPED SUPPT	0.00	0.00	0.00	0.00	0.00	0.00
1290	OTHER SUPPORT	124,000.00	0.00	0.00	0.00	124,000.00	0.00
	Total	9,552,517.00	782,565.47	5,002,536.83	723.43	4,549,256.74	52.38
1300	VOCATIONAL EDUCATION						
1390	VOCATIONAL EDUCATION	1,080,587.00	85,311.00	768,133.38	0.00	312,453.62	71.08
	Total	1,080,587.00	85,311.00	768,133.38	0.00	312,453.62	71.08
1400	OTHER INSTR. PROGRAMS						
1410	DRIVERS' EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1420	SUMMER SCHOOL	22,648.00	0.00	37,229.86	0.00	(14,581.86)	164.38
1430	HOMEBOUND INSTRUCTION	13,448.00	7,134.15	15,093.86	0.00	(1,645.86)	112.24
1441	ADJ / COURT PLACED PROG	0.00	0.00	0.00	0.00	0.00	0.00
1442	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
1450	INSTRUCTIONAL PROGRAMS OUTSIDE EST'D SCHOOL DAY	0.00	1,650.22	7,655.28	0.00	(7,655.28)	0.00
1480	TITLE I	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
1490	ACCOUNTABILITY	0.00	0.00	0.00	0.00	0.00	0.00
	Total	36,096.00	8,784.37	59,979.00	0.00	(23,883.00)	166.17
1500	NONPUBLIC SCHOOL PGMS						
1500	NONPUBLIC SCHOOL PGMS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
1600							
1693	COMMUNITY COLLEGE	287,673.00	23,043.75	172,454.25	0.00	115,218.75	59.95
SPSHP							
	Total	287,673.00	23,043.75	172,454.25	0.00	115,218.75	59.95
2000							
2100	SUPPORT SERVICES PUPIL						
2120	GUIDANCE SERVICES	1,248,447.00	115,286.23	604,107.84	19.95	644,319.21	48.39
2130	ATTENDANCE SERVICES	3,800.00	2.27	543.77	0.00	3,256.23	14.31
2140	PSYCHOLOGICAL SERVICES	341,396.00	25,686.77	152,365.05	0.00	189,030.95	44.63
2150	SPEECH PATH/AUDIOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
2160	SOCIAL WORK SERVICES	0.00	9,585.83	56,139.08	0.00	(56,139.08)	0.00
	Total	1,593,643.00	150,561.10	813,155.74	19.95	780,467.31	51.03
2200	SUPPORT SERVICES-INSTRU						
2200	SUPPORT SERVICES-INSTRU	0.00	0.00	0.00	0.00	0.00	0.00
2220	TECH SUPPORT SERVICES	925,701.00	52,466.62	563,049.35	11,697.72	350,953.93	62.09
2230	EDU TELEVISION SERVICES	4,500.00	0.00	0.00	0.00	4,500.00	0.00
2250	SCHOOL LIBRARY SERVICES	608,575.00	37,783.23	254,991.60	8,101.29	345,482.11	43.23
2260	INSTRUCTION & CURR DEV	474,969.00	69,268.75	374,213.78	0.00	100,755.22	78.79
2271	INSTRUC STAFF DEVEL SVC	171,312.00	18,542.00	94,393.61	3,810.00	73,108.39	57.32
2272	NON CERTIFIED PROF DEV	0.00	99.00	693.00	0.00	(693.00)	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2280	NONPUBLIC SUPPORT SVC	0.00	0.00	0.00	0.00	0.00	0.00
2290	OTHER INSTRUC STAFF SVC	208,130.00	14,063.03	131,045.51	0.00	77,084.49	62.96
	Total	2,393,187.00	192,222.63	1,418,386.85	23,609.01	951,191.14	60.25
2300	SUPPORT SERVICES-ADMIN						
2310	BOARD SERVICES	62,782.00	21,543.68	41,658.58	0.00	21,123.42	66.35
2320	BOARD TREASURER SERVICE	250.00	0.00	0.00	0.00	250.00	0.00
2330	TAX ASSESS & COLLECTION	162,500.00	8,016.53	109,316.01	0.00	53,183.99	67.27
2340	STAFF RELATIONS/NEGO	0.00	0.00	0.00	0.00	0.00	0.00
2350	LEGAL SERVICES	150,000.00	12,598.50	42,997.00	0.00	107,003.00	28.66
2360	OFFICE SUPERINTENDENT	518,196.00	39,949.65	287,040.00	0.00	231,156.00	55.39
2380	OFFICE OF PRINCIPAL SVC	1,689,055.16	141,529.13	930,362.71	5,916.65	752,775.80	55.43
	Total	2,582,783.16	223,637.49	1,411,374.30	5,916.65	1,165,492.21	54.87
2400	SUPP SVC-PUBLIC HEALTH						
2420	MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2430	DENTAL SERVICES	600.00	0.00	0.00	0.00	600.00	0.00
2440	NURSING SERVICES	468,634.00	34,477.30	238,936.88	0.00	229,697.12	50.99
	Total	469,234.00	34,477.30	238,936.88	0.00	230,297.12	50.92
2500	SUPP SERVICES-BUSINESS						
2511	SUPP SERVICES-BUSINESS	913,313.00	68,487.74	571,040.47	587.50	341,685.03	62.59
	Total	913,313.00	68,487.74	571,040.47	587.50	341,685.03	62.59
2600							
2660	SECURITY SERVICES	138,000.00	19,415.25	91,738.17	0.00	46,261.83	66.48
2690	OPER OF BLDG SERVICES	5,244,709.68	423,416.93	3,288,691.00	176,328.56	1,779,690.12	66.07
	Total	5,382,709.68	442,832.18	3,380,429.17	176,328.56	1,825,951.95	66.08

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
2700							
2790	STUDENT TRANSP SERVICES	3,146,713.32	360,396.27	1,800,285.68	128,308.17	1,218,119.47	61.29
	Total	3,146,713.32	360,396.27	1,800,285.68	128,308.17	1,218,119.47	61.29
2800	SUPPORT SVCS-CENTRAL						
2820	INFORMATION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2823	PUBLIC INFORMATION SVC	0.00	0.00	0.00	0.00	0.00	0.00
2830	STAFF SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
2832	RECRUITMENT & PLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00
2834	STAFF DEV - NON-CERT	0.00	0.00	1,632.81	0.00	(1,632.81)	0.00
2836	STAFF DEVELOPMENT SVCS	500.00	75.00	75.00	0.00	425.00	15.00
2850	STATE & FED AGENCY SVCS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	500.00	75.00	1,707.81	0.00	(1,207.81)	341.56
2900	OTHER SUPPORT SERVICES						
2910	OTHER SUPPORT SERVICES	24,354.00	0.00	23,305.73	0.00	1,048.27	95.70
	Total	24,354.00	0.00	23,305.73	0.00	1,048.27	95.70
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC						
3000	OP OF NONINSTRUCT SVC	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
3100	FOOD SERVICES						
3100	FOOD SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
3200	STUDENT ACTIVITIES						
3200	STUDENT ACTIVITIES	321,839.00	5,706.06	67,607.75	12,775.69	241,455.56	24.98
3250	SCHOOL ATHLETICS	1,098,975.00	34,673.36	490,828.33	18,606.27	589,540.40	46.36

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total	1,420,814.00	40,379.42	558,436.08	31,381.96	830,995.96	41.51
3300	COMMUNITY SERVICES						
3300	COMMUNITY SERVICES	19,690.00	946.07	4,547.21	0.00	15,142.79	23.09
	Total	19,690.00	946.07	4,547.21	0.00	15,142.79	23.09
4000	FACILITIES ACQUISITION						
4600	EXISTING BLDG IMPROVE						
4600	EXISTING BLDG IMPROVE	1,468,870.00	247,032.70	1,996,642.30	204,976.70	(732,749.00)	149.89
	Total	1,468,870.00	247,032.70	1,996,642.30	204,976.70	(732,749.00)	149.89
5000	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE						
5100	OTHER EXPEND & FINANCE	0.00	0.00	0.00	0.00	0.00	0.00
5110	DEBT SERVICE	1,179,600.00	0.00	1,145,300.00	0.00	34,300.00	97.09
5130	REFUND PRIOR YR REV	0.00	0.00	0.00	0.00	0.00	0.00
5140	LEASE EXPENDITURES	133,152.00	11,316.04	79,212.28	0.00	53,939.72	59.49
	Total	1,312,752.00	11,316.04	1,224,512.28	0.00	88,239.72	93.28
5200	FUND TRANSFERS						
5230	CAPITAL PROJ TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
5251	FOOD SVC FUND TRANSFER	100,000.00	0.00	0.00	0.00	100,000.00	0.00
5280	ACTIVITY FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	100,000.00	0.00	0.00	0.00	100,000.00	0.00
5800	SUSPENSE ACCOUNT						
5800	SUSPENSE ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
5900	BUDGETARY RESERVE						
5900	BUDGETARY RESERVE	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)
Condensed Board Summary Report
 From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total	0.00	0.00	0.00	0.00	0.00	0.00
6000	REVENUE LOCAL SOURCES						
6000	REVENUE LOCAL SOURCES						
6001	FUND BALANCE	(807,893.00)	0.00	0.00	0.00	(807,893.00)	0.00
	Total	(807,893.00)	0.00	0.00	0.00	(807,893.00)	0.00
6100	TAXES LEVIED						
6111	REAL ESTATE TAXES	(33,075,067.00)	(436,972.91)	(31,335,158.73)	0.00	(1,739,908.27)	94.74
6112	INTERIM REAL ESTATE TAX	(1,011,773.00)	(132,825.40)	(505,556.80)	0.00	(506,216.20)	49.97
6113	PUBLIC UTILITY REALTY	(35,000.00)	0.00	(35,839.09)	0.00	839.09	102.40
6120	PER CAPITA TAX	0.00	0.00	0.00	0.00	0.00	0.00
6141	ACT 511 PC FLAT	0.00	0.00	0.00	0.00	0.00	0.00
6143	EMER MUNIC SVC TAX	(42,000.00)	(1,611.25)	(19,385.55)	0.00	(22,614.45)	46.16
6151	EARNED INCOME TAX	(4,100,000.00)	(131,739.61)	(2,081,174.10)	0.00	(2,018,825.90)	50.76
6153	REALTY TRANSFER TAX	(500,000.00)	0.00	(388,909.28)	0.00	(111,090.72)	77.78
	Total	(38,763,840.00)	(703,149.17)	(34,366,023.55)	0.00	(4,397,816.45)	88.65
6400	DELINQUENCY TAXES						
6411	DELINQUENT RE TAX	(1,000,000.00)	(36,492.02)	(418,011.21)	0.00	(581,988.79)	41.80
6420	DELINQUENT PC SECT 679	0.00	(33.00)	(370.10)	0.00	370.10	0.00
6441	DELINQUENT PC 511	0.00	(33.00)	(366.42)	0.00	366.42	0.00
	Total	(1,000,000.00)	(36,558.02)	(418,747.73)	0.00	(581,252.27)	41.87
6500	EARNINGS ON INVESTMENTS						
6510	INTEREST ON INVESTMENTS	(900,000.00)	(87,818.31)	(616,011.36)	0.00	(283,988.64)	68.45
6530	GAIN/LOSS ON INVESTMTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(900,000.00)	(87,818.31)	(616,011.36)	0.00	(283,988.64)	68.45

(UNADJUSTED)
Condensed Board Summary Report
 From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
6700							
6710	ADMISSIONS	(76,000.00)	(4,670.00)	(31,680.57)	0.00	(44,319.43)	41.68
6740	FEES	0.00	0.00	0.00	0.00	0.00	0.00
6750	STUDENT EVT- SPEC EVENT	0.00	0.00	0.00	0.00	0.00	0.00
6790	OTHR STUDENT ACT INCOME	(15,000.00)	0.00	0.00	0.00	(15,000.00)	0.00
	Total	(91,000.00)	(4,670.00)	(31,680.57)	0.00	(59,319.43)	34.81
6800							
6821	STATE REV REC OTHER PA	0.00	0.00	0.00	0.00	0.00	0.00
6831	FUNDS OTHER PA SCH DST	0.00	0.00	0.00	0.00	0.00	0.00
6832	FEDERAL IDEA REVENUE	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6833	AARP IDEA	0.00	0.00	0.00	0.00	0.00	0.00
6837	FED REV CARES ACT-CNTY	0.00	0.00	0.00	0.00	0.00	0.00
6839	FEDERAL REVENUE - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(238,450.00)	0.00	0.00	0.00	(238,450.00)	0.00
6900	REVENUE LOCAL SOURCES						
6910	USE OF FACILITIES	(3,500.00)	0.00	(662.75)	0.00	(2,837.25)	18.94
6920	CONTRIBUTION & DONATION	0.00	0.00	0.00	0.00	0.00	0.00
6941	REGULAR SCH TUITION	0.00	0.00	0.00	0.00	0.00	0.00
6942	SUMMER SCHOOL TUITION	0.00	0.00	0.00	0.00	0.00	0.00
6944	Tuition other LEA's	(4,000.00)	0.00	(20,465.11)	0.00	16,465.11	511.63
6980	COMMUNITY ACTIVITY REV	(5,000.00)	(980.00)	(3,555.00)	0.00	(1,445.00)	71.10
6990	MISCELLANEOUS REVENUE	0.00	5,302.32	(39,285.30)	0.00	39,285.30	0.00
6991	REFUND OF P/Y EXPEND	0.00	0.00	0.00	0.00	0.00	0.00
6992	ENERGY EFF REV & INCENT	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
6999	Miscellaneous	(30,000.00)	(129.11)	(1,902.60)	0.00	(28,097.40)	6.34
	Total	(42,500.00)	4,193.21	(65,870.76)	0.00	23,370.76	154.99
7000							
7100	BASIC INS.OPR.SUBSIDIES						
7110	BASIC EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7111	BASIC EDUCATION SUBSIDY	(4,505,059.00)	0.00	(1,989,558.00)	0.00	(2,515,501.00)	44.16
7112	SOCIAL SECURITY SUBSIDY	0.00	0.00	0.00	0.00	0.00	0.00
7140	CHARTER SCHOOLS	0.00	(79,032.00)	(79,032.00)	0.00	79,032.00	0.00
7160	Tuition for 1305 & 1306	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(4,505,059.00)	(79,032.00)	(2,068,590.00)	0.00	(2,436,469.00)	45.92
7200	REVENUE EDU.PROGRAMS						
7210	HOMEBOUND INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
7220	VOCATIONAL EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7230	ALTERNATIVE EDUCATION	0.00	0.00	0.00	0.00	0.00	0.00
7250	MIGRATORY CHILDREN	0.00	0.00	0.00	0.00	0.00	0.00
7271	SPECIAL EDUCATION	(1,073,974.00)	(168,457.00)	(673,828.00)	0.00	(400,146.00)	62.74
7299	DIRECT PMT - PRRS & APS	0.00	0.00	(137.57)	0.00	137.57	0.00
	Total	(1,073,974.00)	(168,457.00)	(673,965.57)	0.00	(400,008.43)	62.75
7300	REVENUE NON-ED.PROGRAMS						
7310	TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
7311	SD TRANSPORTATION	(285,000.00)	0.00	(152,063.00)	0.00	(132,937.00)	53.36
7312	NP TRANSPORTATION	(115,000.00)	0.00	(43,890.00)	0.00	(71,110.00)	38.17
7320	RENT & SINK FUND PYMT	0.00	0.00	0.00	0.00	0.00	0.00
7330	MEDICAL/DENTAL SVCS	(38,000.00)	0.00	0.00	0.00	(38,000.00)	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
7332	F HYIENE PRODUCTS FUND	0.00	0.00	(3,391.50)	0.00	3,391.50	0.00
7340	SUPPLEMENTAL REIMBURSE	(1,406,465.00)	0.00	(1,406,465.48)	0.00	0.48	100.00
7360	SAFE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
7361	PCCD Grant	0.00	0.00	0.00	0.00	0.00	0.00
7362	School Mental Health & Safety and Security Grant	0.00	0.00	(72,786.61)	0.00	72,786.61	0.00
7369	Other Safe School Grants	0.00	0.00	(26,951.33)	0.00	26,951.33	0.00
	Total	(1,844,465.00)	0.00	(1,705,547.92)	0.00	(138,917.08)	92.47
7500	ACCOUNTABILITY GRANT						
7500	ACCOUNTABILITY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
7501	Accountability Grant	0.00	0.00	0.00	0.00	0.00	0.00
7505	READY TO LEARN BLK GRNT	(142,538.00)	0.00	0.00	0.00	(142,538.00)	0.00
7506	PA SMART GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7510	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
7531	READY TO LEARN BLOCK GRANT FOUNDATION	0.00	0.00	(142,538.00)	0.00	142,538.00	0.00
7599	EXTRA GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(142,538.00)	0.00	(142,538.00)	0.00	0.00	100.00
7800	REVENUE PA SHARE BEN.						
7810	FICA - STATE	(865,561.00)	0.00	(396,572.19)	0.00	(468,988.81)	45.82
7820	RETIREMENT - STATE	(3,838,520.00)	0.00	(1,850,080.91)	0.00	(1,988,439.09)	48.20
	Total	(4,704,081.00)	0.00	(2,246,653.10)	0.00	(2,457,427.90)	47.76
7900	REVENUE TECHNOLOGY						
7920	CLASSROOMS FOR FUTURE	0.00	0.00	0.00	0.00	0.00	0.00
7990	OTHER TECHNOLOGY GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8000							
8500	FEDERAL GRANTS-IN-AID						
8512	IDEA Part B	0.00	0.00	0.00	0.00	0.00	0.00
8513	TITLE I GRANT IMPROV	0.00	0.00	0.00	0.00	0.00	0.00
8514	Title I	(262,154.00)	0.00	(59,664.91)	0.00	(202,489.09)	22.76
8515	TITLE II	(55,578.00)	0.00	(24,111.15)	0.00	(31,466.85)	43.38
8516	TITLE III ESL	(6,420.00)	0.00	0.00	0.00	(6,420.00)	0.00
8517	DRUG FREE SCHOOLS	(14,686.00)	0.00	0.00	0.00	(14,686.00)	0.00
8518	TITLE V	0.00	0.00	0.00	0.00	0.00	0.00
8519	TITLE II/TITLE V GRANT	0.00	0.00	0.00	0.00	0.00	0.00
8570	TITLE II EESE GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	Total	(338,838.00)	0.00	(83,776.06)	0.00	(255,061.94)	24.72
8600	OTHER FED GRANTS-IN-AID						
8670	DRUG FREE SCHOOLS	0.00	0.00	0.00	0.00	0.00	0.00
8680	TITLE III	0.00	0.00	0.00	0.00	0.00	0.00
8690	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
	Total	0.00	0.00	0.00	0.00	0.00	0.00
8700							
8701	IDEA PART B - ARRA	0.00	0.00	0.00	0.00	0.00	0.00
8708	ARRA FISCAL STAB - BE	0.00	0.00	0.00	0.00	0.00	0.00
8709	Basic Ed - Ed Jobs	0.00	0.00	0.00	0.00	0.00	0.00
8741	CARE ACT - ESSER FUNDNG	0.00	0.00	0.00	0.00	0.00	0.00
8742	GOV EMER ED RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
8743	ESSER II - CRRSA ACT	0.00	0.00	0.00	0.00	0.00	0.00

(UNAUDITED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
8744	ARP ESSER III	0.00	0.00	(70,944.63)	0.00	70,944.63	0.00
8747	EMERGENCY CONNECTIVITY	0.00	0.00	0.00	0.00	0.00	0.00
FUND							
8749	ARPA - PCCD FUNDNG	0.00	0.00	(818.86)	0.00	818.86	0.00
8751	ARP ESSER 7% LEARNING	0.00	0.00	(43,324.09)	0.00	43,324.09	0.00
LOSS							
8752	ARP ESSER 7% SUMMER	0.00	0.00	(8,664.95)	0.00	8,664.95	0.00
PROGRAMS							
8753	ARP ESSER 7%	0.00	0.00	(8,664.62)	0.00	8,664.62	0.00
AFTERSCHOOL PROGRAMS							
Total		0.00	0.00	(132,417.15)	0.00	132,417.15	0.00
8800	ACCESS REIMBURSEMENTS						
8810	MEDICAL ASSISTANCE	(15,000.00)	0.00	(12,847.57)	0.00	(2,152.43)	85.65
8820	MED ASSIS - TRANS & AD	0.00	0.00	(7,259.92)	0.00	7,259.92	0.00
Total		(15,000.00)	0.00	(20,107.49)	0.00	5,107.49	134.05
9000							
9200							
9220	LEASE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
9300							
9330	Trans from Cap Reserve	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
9400	SALE OF ASSETS						
9400	SALE OF ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
Total		0.00	0.00	0.00	0.00	0.00	0.00
MAJOR FUND 10 TOTALS							
Total Expenditure		53,054,886.00	4,310,219.59	28,493,877.28 ✓	703,470.25	23,857,538.47	55.03

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Account	Description	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
	Total Other Expenditure	1,412,752.00	11,316.04	1,224,512.28 ✓	0.00	188,239.72	86.68
	Total Revenue	(54,467,638.00)	0.00	(42,571,929.26) ✓	0.00	(11,895,708.74)	78.16
	Total Other Revenue	0.00	(1,075,491.29)	0.00	0.00	0.00	0.00
		0.00	3,246,044.34	(12,853,539.70)	703,470.25	12,150,069.45	

(UNADJUSTED)

Condensed Board Summary Report

From 01/01/2025 To 01/31/2025

Summarization Level: MAJOR FUND/MAJOR FUNCTION/SUB FUNCTION/FULL FUNCTION

Grand Totals All Funds

	Current Budget	PTD Exp/Rev	YTD Exp/Rev	YTD Outstanding Enc	Balance	YTD% Used
Total Expenditure	53,054,886.00	4,310,219.59	28,493,877.28 ✓	703,470.25	23,857,538.47	55.03
Total Other Expenditure	1,412,752.00	11,316.04	1,224,512.28 ✓	0.00	188,239.72	86.68
Total Revenue	(54,467,638.00)	(1,075,491.29)	(42,571,929.26) ✓	0.00	(11,895,708.74)	78.16
Total Other Revenue	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	3,246,044.34	(12,853,539.70)	703,470.25	12,150,069.45	

SAUCON VALLEY SCHOOL DISTRICT
BUSINESS OFFICE

BUDGETARY TRANSFER FORM
2024-2025

Date: February 25, 2025

		TRANSFER AMOUNT		ACCOUNT TITLE	REASON FOR TRANSFER
		IN	OUT		
1	TO	10-1110-650-000-30-000-000-000-0000	\$11,375.00	REG INSTR ED SOFT LIC 9-12	BALANCE ACCOUNT
	FROM	10-2380-650-000-30-000-000-000-0000	\$11,375.00	SOFT & LIC - PRINC OFC 9-12	TRANSFER OF FUNDS

Total Transfer: \$ 11,375.00

SAUCON VALLEY MIDDLE SCHOOL
FINANCIAL REPORTS
JANUARY 31, 2025
CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	20,493.40
INCOME		530.56
EXPENSES		-
ENDING BALANCE	\$	21,023.96

CLUB ACCOUNT	ENDING BALANCE
ART CLUB	19.48
BAND	-
CHEERLEADING	634.50
CHORUS	3,432.68
COMMUNITY SERVICE	392.17
GIRLS VOLLEYBALL	4,795.61
HONOR SOCIETY	(297.07)
I-TEAM	1,183.55
KNITTING CLUB	270.15
MATH COUNTS	-
ODYSSEY OF THE MIND	2.63
READING OLYMPICS	-
SEAPEARCH/ROBOTICS	1,458.80
SKI CLUB	816.08
STUDENT COUNCIL	1,833.96
YEARBOOK	1,001.06
5TH GRADE	-
6TH GRADE	1,671.04
7TH GRADE	3,354.34
8TH GRADE	376.99
INTEREST	77.99
TOTALS	\$ 21,023.96

Dr. Lensi Nikolav
Principal

SAUCON VALLEY HIGH SCHOOL
FINANCIAL REPORTS
JANUARY 31, 2025
CLUB ACCOUNT FUND

BEGINNING BALANCE	\$	63,999.46
INCOME		1,132.04
EXPENSES		1,368.41
ENDING BALANCE	\$	63,763.09

CLUB ACCOUNT	ENDING BALANCE
AEVIDUM	300.03
BAND	3,009.96
BIG PANTHERS / LITTLE PANTHERS	3,387.73
CALCULUS CLUB	105.14
CHORUS	731.73
CLASS OF 2022	588.98
CLASS OF 2023	45.13
CLASS OF 2024	6,327.16
CLASS OF 2025	1,775.53
CLASS OF 2026	1,901.17
CLASS OF 2027	2,641.88
CLASS OF 2028	852.75
CLASS OF 2029	609.10
CLASS OF 2030	852.75
CLASS OF 2031	670.03
COMPETITION CHEERLEADING	1,799.88
DANCE TEAM	2,239.94
DRAMA CLUB	1,149.88
ENVIRONMENTAL CLUB	1.38
FBLA	4,758.95
FCCLA	771.91
FOREIGN LANGUAGE	542.47
GLOBAL SCHOLARS	112.51
GSA	48.30
NAT'L HONOR SOCIETY	4,134.86
LEO CLUB	778.86
MINI-THON	2,933.03
MODEL UN	323.91
NEWSPAPER	159.83
PAINTBALL	50.89
PHOTOGRAPHY CLUB	541.47
READING TEAM	171.67
ROBOTICS CLUB	4,149.39
RUGBY CLUB	694.38
SADD	137.43
SGA - STUDENT STORE	4,636.54
SKI CLUB	1,140.62
SMASH-VIDEO CLUB	24.25
SPIRIT COUNCIL	98.67
STEM	589.68
UNICEF	432.75
YEARBOOK	7,309.88
INTEREST	230.69
TOTALS	63,763.09

Dr. Richard Kaskey
Interim High School Principal

Saucon Valley School District

Meeting of the Academic & Personnel Committee
District Office Conference Room
February 5, 2025 – 5:00 pm

The following item was on the Academic & Personnel agenda:

Discussion: Cyber Education

There were no recommendations by the committee to the Board.

Book	Policy Manual
Section	100 Programs
Title	Nondiscrimination - Qualified Students With Disabilities
Code	103.1 Vol IV 2024
Status	
Adopted	October 24, 2005
Last Revised	October 13, 2020
Last Reviewed	December 20, 2024

Authority

The Board declares it to be the policy of this district to **ensure provide** all district programs and practices are free from discrimination against all qualified students with disabilities. The Board recognizes its responsibility to provide academic and nonacademic services and programs equally to students with and without disabilities. [\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)[\[8\]](#)[\[9\]](#)[\[10\]](#)

The district shall provide to each qualified student with a disability enrolled in the district, without cost to the student or parent/guardian, a free and appropriate public education (FAPE). This includes provision of education and related aids, services or accommodations which are needed to afford each qualified student with a disability equal opportunity to participate in and obtain the benefits from educational programs and extracurricular activities without discrimination, to the same extent as each student without a disability, consistent with federal and state laws and regulations.

The Board encourages students and parents/guardians who believe they have been subjected to discrimination or harassment to promptly report such incidents to designated employees, **in accordance with Board policy.**[\[10\]](#)

The Board directs that complaints of discrimination or harassment shall be investigated promptly, and corrective or preventative action be taken for substantiated allegations.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation shall be maintained, consistent with the district's legal and investigative obligations.

Retaliation

The district **and its employees** shall not intimidate, threaten, coerce, discriminate or retaliate against any individual for the purpose of interfering with any right or privilege secured by this policy.

Definitions

Qualified student with a disability - a student who has a physical or mental disability which substantially limits or prohibits participation in or access to an aspect of the district's educational programs, nonacademic services or extracurricular activities. [\[11\]](#)[\[12\]](#)

Section 504 Team - a group of individuals who are knowledgeable about the student, the meaning of the evaluation data and the placement options for the student. This could include, as appropriate, documentation or input from classroom teachers, counselors, psychologists, school nurses, outside care providers and the student's parents/guardians.[4][9]

Section 504 Service Agreement (Service Agreement) - an individualized plan for a qualified student with a disability which sets forth the specific related aids, services or accommodations needed by the student, which shall be implemented in school, in transit to and from school, and in all programs and procedures, so that the student has equal access to the benefits of the school's educational programs, nonacademic services and extracurricular activities.[13]

Disability harassment - intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services or opportunities in the school's educational programs, nonacademic services or extracurricular activities.[10]

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable law and regulations, the Board designates the Director of Special Education as the district's Section 504 Coordinator.[14]

In addition, each school within the district shall have a Section 504 building administrator.

The district shall publish and disseminate this policy and complaint procedure on or before the first day of each school year by posting it on the district's website and in the student handbook. The district shall notify parents/guardians of students residing in the district of the district's responsibilities under applicable law and regulations, and that the district does not discriminate against qualified individuals with disabilities.[15][16]

Guidelines

Identification and Evaluation

The district shall conduct an annual child find campaign to locate and identify every district student with a disability thought to be eligible for Section 504 services and protections. The district may combine this search with the district's **Individuals with Disabilities Education Act** (IDEA) child find efforts, in order to not duplicate efforts.[16][17]

If a parent/guardian or the district has reason to believe that a student should be identified as a qualified student with a disability, should no longer be identified as a qualified student with a disability or requires a change in or modification of the student's current Service Agreement, the parent/guardian or the district shall provide the other party with written notice.[18][19][20]

The district shall establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need related services because of a disability.
[20]

The district shall specifically identify the procedures and types of tests used to evaluate a student and provide the parent/guardian the opportunity to give or withhold consent to the proposed evaluation(s) in writing.[20]

The district shall establish procedures for evaluation and placement that assure tests and other evaluation materials:

1. Have been validated and are administered by trained personnel.

2. Are tailored to assess educational need and are not based solely on IQ scores.
3. Reflect aptitude or achievement or anything else the tests purport to measure and do not reflect the student's impaired sensory, manual or speaking skills (except where those skills are what is being measured).

Service Agreement

If a student is determined to be a qualified student with a disability, the district shall develop a written Service Agreement for the delivery of all appropriate aids, services or accommodations necessary to provide the student with FAPE.[\[13\]](#)

The district shall not implement a Service Agreement until the written agreement is executed by a representative of the district and a parent/guardian.[\[13\]](#)

The district shall not modify or terminate a student's current Service Agreement without the parent's/guardian's written consent.[\[18\]](#)

Educational Programs/Nonacademic Services/Extracurricular Activities

The district shall educate a qualified student with a disability with students who are not disabled to the maximum extent appropriate to the needs of the student with a disability. A qualified student with a disability shall be removed from the regular educational environment only when the district determines that educating the student in the regular educational environment with the use of related aids, services or accommodations cannot be achieved satisfactorily. Placement in a setting other than the regular educational environment shall take into account the proximity of the alternative setting to the student's home.[\[21\]](#)[\[22\]](#)

The district shall not discriminate against any qualified student with a disability in its provision of nonacademic services and extracurricular activities, including but not limited to, counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs, and referrals to agencies which provide assistance to individuals with disabilities.[\[21\]](#)
[\[22\]](#)[\[23\]](#)[\[24\]](#)[\[25\]](#)[\[26\]](#)[\[27\]](#)

Parental Involvement

Parents/Guardians have the right to inspect and review all relevant school records of the student, meet with the appropriate school officials to discuss any and all issues relevant to the evaluation and accommodations of their child and give or withhold their written consent to the evaluation and/or the provision of services.[\[13\]](#)[\[19\]](#)[\[20\]](#)[\[28\]](#)

Confidentiality of Student Records

All personally identifiable information regarding a qualified student with a disability shall be treated as confidential and disclosed only as permitted by the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, state regulations and Board policy.[\[29\]](#)
[\[30\]](#)[\[31\]](#)[\[32\]](#)

Discipline

When necessary, the district shall discipline qualified students with disabilities in accordance with state and federal laws and regulations and Board policies, and the Code of Student Conduct.[\[33\]](#)
[\[34\]](#)[\[Pol. 113.2\]](#)

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 under the Safe School Act in the school safety and security provisions of **School Code**.[\[35\]](#)[\[36\]](#)[\[37\]](#)

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 qualified student with a disability, including a student for whom an evaluation is pending, to the **law enforcement agency** ~~local police department~~ that has jurisdiction over the school's property, in accordance with state and federal laws and regulations, the procedures set forth in the memorandum of understanding with law enforcement and Board policies. The Superintendent or designee shall respond in a manner that is consistent with the student's Service Agreement and Behavior Support Plan, if applicable.[\[22 Pa Code 15.2\]](#) [\[22 PA Code 15.7\]](#) [\[22 PA Code 15.3\]](#) [\[22 PA Code 15.9\]](#) [\[Pol. 218\]](#) [\[24 P.S. 1306.2-B\]](#) [\[22 PA Code 10.21\]](#) [\[22 PA Code 10.22\]](#) [\[22 PA Code 10.23\]](#) [\[22 PA Code 10.25\]](#) [\[Pol. 113.2\]](#) [\[Pol. 218.1\]](#) [\[Pol. 218.2\]](#) [\[Pol. 222\]](#) [\[Pol.227\]](#) [\[Pol. 805.1\]](#)

In making a determination of whether to notify the **law enforcement agency** ~~local police department~~ of a discretionary incident committed by a qualified student with a disability, including a student for whom an evaluation is pending, the Superintendent or designee shall use the same criteria used for students who do not have a disability.[\[10\]](#)[\[40\]](#)[\[48\]](#)[\[49\]](#)

For a qualified student with a disability who does not have a Behavior Support Plan as part of the student's Service Agreement, subsequent to notification to law enforcement, the district, in consultation with the student's parent/guardian, shall consider whether a Behavior Support Plan should be developed as part of the Service Agreement to address the student's behavior.[\[13\]](#)[\[41\]](#)

In accordance with state law, the Superintendent shall annually, by July 31, report to the ~~Office for Safe Schools~~ **PA Department of Education** on the required form all new incidents committed by qualified 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.[\[35\]](#)[\[38\]](#)[\[48\]](#)

PROCEDURAL SAFEGUARDS

The district shall establish and implement a system of procedural safeguards that includes notice of rights to the parent/guardian of a student suspected of being a qualified student with a disability, an opportunity for the parent/guardian to review relevant records, an impartial hearing with an opportunity for participation by the student's parent/guardian and a review procedure.[\[28\]](#)[\[50\]](#)

A student or parent/guardian filing a claim of discrimination need not exhaust these procedures prior to initiating action in **federal court** under Section 504.[\[19\]](#)

Parental Request for Assistance

Parents/Guardians may file a written request for assistance with the **PA** Department of Education if one (1) or both of the following apply:[\[28\]](#)

1. The district is not providing the related aids, services and accommodations specified in the student's Service Agreement.
2. The district has failed to comply with the procedures and state regulations.

The PA Department of Education PDE shall investigate and respond to requests for assistance and, unless exceptional circumstances exist, shall, within sixty (60) calendar days of receipt of the request, send to the parents/guardians and district a written response to the request. The response to the parents'/guardians' request shall be in the parents'/guardians' native language or mode of communication.[28]

Informal Conference

At any time, parents/guardians may file a written request with the district for an informal conference with respect to the identification or evaluation of a student, or the student's need for related aids, services or accommodations. Within ten (10) school days of receipt of the request, the district shall convene an informal conference. At the conference, every effort shall be made to reach an amicable agreement.[28]

Formal Due Process Hearing

If the matters raised by the district or parents/guardians are not resolved at the informal conference, the district or parents/guardians may submit a written request for an impartial due process hearing. The hearing shall be held before an impartial hearing officer and shall be conducted in accordance with state regulations.[28][51]

Judicial Appeals

The decision of the impartial hearing officer may be appealed to a court of competent jurisdiction.[28]

COMPLAINT PROCEDURE

This complaint procedure is in addition to and does not prevent parents/guardians from using any option in the procedural safeguards system.[10]

Step 1 – Reporting

A student or parent/guardian who believes ~~s/he~~ **the student** has been subject to conduct by any student, employee or third party that constitutes a violation of this policy is encouraged to immediately report the incident to the Section 504 building administrator. Any person with knowledge of conduct that may violate this policy, is encouraged to immediately report the matter to the Section 504 building administrator.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the Section 504 building administrator, as well as properly making any mandatory **law enforcement police**-or child protective services reports required by law.[48][52]

If the Section 504 building administrator is the subject of a complaint, the student, parent/guardian or employee shall report the incident directly to the district's Section 504 Coordinator.

The complainant or reporting employee may be encouraged to use the district's report form, available from the Section 504 building administrator or Section 504 Coordinator, or to put the complaint in writing; however, oral complaints shall be accepted and documented and the procedures of this policy implemented. The person accepting the ~~verbal~~ **oral** or written complaint may provide factual information on the complaint and the investigative process, the impact of choosing to seek confidentiality and the ~~right to~~ **opportunity to report the incident(s) to law enforcement**. In all other respects, the person accepting the complaint shall handle the report objectively, neutrally and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

The Section 504 Coordinator shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination issues and this policy and how to conduct investigations.

The Section 504 building administrator or Section 504 Coordinator and other appropriate individuals will promptly implement appropriate measures to protect the complainant and others as necessary from violation of the policy throughout the course of the investigation.

The investigator shall work with the Section 504 Coordinator to assess the anticipated scope of the investigation, who needs to be interviewed and what records may be relevant to the investigation.

The investigator shall conduct an adequate, reliable and impartial investigation. The complainant and the accused may suggest additional witnesses and provide other evidence during the course of the investigation. When the initial complaint involves allegations relating to conduct which took place away from school property, school-sponsored activities or school conveyances, the investigation may include inquiries related to these allegations to determine whether they resulted in continuing effects such as harassment in school settings.

The investigation may consist of individual interviews with the complainant, the accused and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The person making the report, parties, parents/guardians and witnesses shall be informed of the prohibition against retaliation for anyone's participation in the process and that conduct believed to be retaliatory should be reported. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Section 504 Coordinator, who shall promptly inform law enforcement authorities about the allegations.[10][48][52][53][54]

The obligation to conduct this investigation shall not be negated by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation, **and the reason for such delay shall be documented.**

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Section 504 Coordinator within twenty (20) days of the initial report of alleged discrimination, unless the nature of the allegations, anticipated extent of the investigation or the availability of witnesses requires the investigator and the Section 504 Coordinator to establish a different due date. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated **as factual**, the information and evaluation that formed the basis for this determination, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition

of the complaint. An investigation into disability harassment shall consider the record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.[10]

The complainant and the accused shall be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report, to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused shall not be notified of the individual remedies offered or provided to the complainant.[29][30][31][32]

Step 4 – District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of this policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Section 504 Coordinator shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If the investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions shall be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements and state and federal laws.[33][34][55][56]

Appeal Procedure

1. If the complainant or the accused is not satisfied with a finding made pursuant to the policy or with recommended corrective action, **theys/he** may submit a written appeal to the district's Section 504 Coordinator within fifteen (15) days.
2. The Section 504 Coordinator shall review the investigation and the investigative report and may also conduct a reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.
3. The Section 504 Coordinator shall prepare a written response to the appeal within twenty (20) days. Copies of the response shall be provided to the complainant, the accused and the investigator who conducted the initial investigation.

Legal

- [1. 22 PA Code 4.4](#)
- [2. 22 PA Code 12.1](#)
- [3. 22 PA Code 12.4](#)
- [4. 22 PA Code 15.1 et seq](#)
- [5. 29 U.S.C. 794](#)
- [6. 42 U.S.C. 12101 et seq](#)
- [7. 28 CFR Part 35](#)

- [8. 28 CFR Part 36](#)
- [9. 34 CFR Part 104](#)
- 10. Pol. 103
- [11. 22 PA Code 15.2](#)
- [12. 42 U.S.C. 12102](#)
- [13. 22 PA Code 15.7](#)
- [14. 34 CFR 104.7](#)
- [15. 22 PA Code 15.4](#)
- [16. 34 CFR 104.32](#)
- 17. Pol. 113
- [18. 22 PA Code 15.5](#)
- [19. 22 PA Code 15.6](#)
- [20. 34 CFR 104.35](#)
- [21. 22 PA Code 15.3](#)
- [22. 34 CFR 104.34](#)
- [23. 34 CFR 104.37](#)
- 24. Pol. 112
- 25. Pol. 122
- 26. Pol. 123
- 27. Pol. 810
- [28. 22 PA Code 15.8](#)
- [29. 20 U.S.C. 1232g](#)
- [30. 34 CFR Part 99](#)
- [31. 22 PA Code 15.9](#)
- 32. Pol. 216
- 33. Pol. 218
- 34. Pol. 233
- [35. 24 P.S. 1319-B](#)
- [36. 22 PA Code 10.2](#)
- [37. 35 P.S. 780-102](#)
- [38. 24 P.S. 1306.2-B](#)
- [39. 22 PA Code 10.21](#)
- [40. 22 PA Code 10.22](#)
- [41. 22 PA Code 10.23](#)
- [42. 22 PA Code 10.25](#)
- 43. Pol. 113.2
- 44. Pol. 218.1
- 45. Pol. 218.2
- 46. Pol. 222
- 47. Pol. 227

48. Pol. 805.1

[49. 22 PA Code 15.1](#)

[50. 34 CFR 104.36](#)

[51. 22 PA Code 14.162](#)

52. Pol. 806

[53. 18 Pa. C.S.A. 2709](#)

54. Pol. 815

55. Pol. 113.1

56. Pol. 317

Saucon Valley School District

Policy

Title – 103 Nondiscrimination/Discriminatory Harassment – School and Classroom Practices

Section – Programs

Adopted – October 24, 2005

Revised – ~~April 14, 2020~~ January 28, 2025

Content

The Board declares the policy of this district to provide an equal opportunity for all students to achieve their maximum potential through the programs offered in the schools without discrimination on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, familial status, pregnancy, [pregnancy-related condition](#), or handicap/disability. [\[24 P.S. 1301\]](#) [\[24 P.S. 1310\]](#) [\[24 P.S. 1601-C et seq\]](#) [\[22 PA Code 4.4\]](#) [\[22 PA Code 12.1\]](#) [\[22 PA Code 12.4\]](#) [\[22 PA Code 15.1 et seq\]](#) [\[24 P.S. 5004\]](#) [\[43 P.S. 951 et seq\]](#) [\[16 PA Code 41.201 et seq\]](#) [\[20 U.S.C. 1681 et seq\]](#) [\[34 CFR Part 106\]](#) [\[29 U.S.C. 794\]](#) [\[42 U.S.C. 1981 et seq\]](#) [\[42 U.S.C. 2000d et seq\]](#) [\[42 U.S.C. 12101 et seq\]](#) [\[U.S. Const. Amend. XIV, Equal Protection Clause\]](#) [\[Pol. 103.1\]](#)

The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discriminatory harassment is referred to as Title IX sexual harassment. All allegations of sexual harassment and discrimination on the basis of sex shall be first evaluated under Policy 103.2, Title IX/Nondiscrimination Based on Sex. If the sexual harassment or discrimination on the basis of sex alleged does not fit the definition of Title IX sexual harassment or Title IX discrimination, the allegations may still be investigated under this policy. If the allegations include Title IX discrimination or Title IX sexual harassment and discrimination or harassment on the

basis of another protected status, a joint, concurrent investigation under this policy and Policy 103.2 will be conducted. [\[Pol. 103.2\]](#)

The district strives to maintain a safe, positive learning environment that is free from discrimination. Discrimination is inconsistent with the educational and programmatic goals of the district and is prohibited on school grounds, at school-sponsored activities, and on any district owned or operated conveyance providing transportation to or from a school entity or a school-sponsored activity.

The district shall provide to all students, without discrimination, course offerings, counseling, assistance, service, employment, athletics and extracurricular activities. The equitable distribution of district resources is one means the district shall use to ensure all students received a quality education. The district shall make reasonable accommodations for identified physical and mental impairments that constitute handicaps and disabilities, consistent with the requirements of federal and state laws and regulations.

The Board encourages students and third parties who believe that they or others have been subject to discrimination to report promptly such incidents to designated employees, even if some elements of the related incident took place away from school grounds, school activities, or district owned or operated conveyances.

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

[The Board directs that the foregoing statement of Board policy be included in each student and staff handbook, and that this policy and related attachments be posted to the district's website.](#)

-

[The Board requires a notice stating that the district does not discriminate in any manner, including Title IX sexual harassment, in any district education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or professional agreements with the district. All discrimination notices and information shall include the title, office address, telephone number and email](#)

address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.

Confidentiality

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint, and the investigation shall be maintained, consistent with the district's legal and investigative obligations. Complaints and all investigative materials shall not be subject to access by the public. [34 CFR 106.71] [34 CFR 106.45] [20 U.S.C. 1232g] [34 CFR Part 99]

Retaliation

The Board prohibits retaliation against any person for making a report of discrimination or participating in a related investigation or hearing, or for opposing practices the person reasonably believes to be discriminatory. A complaint of retaliation shall be handled in the same manner as a complaint of discrimination. [34 CFR 106.71][34 CFR 06.2]

Placement of Student Convicted or Adjudicated of Sexual Assault

Upon notification of a conviction or adjudication of a student in this District for sexual assault against another student enrolled in this District, the District shall comply with the replacement requirements established by state law and Board policy.[24 P.S. 1318.1][Pol. 218.3]

Definitions

Complainant shall mean an individual who is alleged to be the victim.

-

Respondent shall mean an individual alleged to be the perpetrator of the discriminatory conduct.

-

Discrimination

-

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

~~Discriminatory harassment—h~~**Harassment** is a form of discrimination based on protected classifications listed in this policy by students, employees, or third parties on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national

~~origin, familial status, pregnancy, handicap/disability, or for participation in reports or investigations of alleged discrimination is a form of discrimination and is subject to this policy. A person who is not an intended victim or target of such harassment but is adversely affected by the offensive conduct may file a report of discrimination on his/her own behalf.~~

~~For the purposes of this policy, harassment shall consist~~ing of unwelcome conduct such as graphic, written, electronic, verbal, or nonverbal acts including offensive jokes, slurs, epithets or name-calling, ridicule or mockery, insults, put-downs, offensive objects or pictures, physical assaults, threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's school or school-related performance, including when the harassment is and which relates to an individual's or group's race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, familial status, pregnancy, or handicap/disability, when such conduct is:

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

Sexual Harassment

Sexual harassment is a form of discrimination on the basis of sex and is subject to this policy. For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal, written, graphic, or physical conduct of a sexual nature when:

1. Submission to such conduct is made explicitly or implicitly a term or condition of a student's status in any educational or other programs offered by a school; or
2. Submission to or rejection of such conduct is used as the basis for educational or other program decisions affecting a student; or
3. Such conduct deprives a student or group of individuals of educational aid, benefits, services, or treatment; or

4. Such conduct is sufficiently severe, persistent, or pervasive that a reasonable person in the complainant's position would find that it unreasonably interferes with the complainant's performance in school or school-related programs, or

4. Such conductor otherwise creates an intimidating, hostile, or offensive school or school-related environment such that it unreasonably interferes with the complainant's access to or participation in school or school-related programs.

Sexual violence means physical or sexual acts perpetrated against a person's will or where a person is incapable of giving consent due to the victim's use of drugs or alcohol. An individual may also be unable to give consent due to an intellectual or other disability. Sexual violence includes but is not limited to rape, sexual assault, sexual battery and sexual coercion.

Federal law declares sexual violence to be a form of sexual harassment. Discrimination on the basis of sex and sexual harassment that violate Title IX are addressed in a separate Board Policy 103.2. This policy addresses sex discrimination and sexual harassment that does not fall under the purview of Title IX.

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that complies with applicable laws and regulations, the Board designates the Assistant Superintendent, or another as approved by the Board, as the district's Compliance Officer. All nondiscrimination notices or information shall include the position, office address, telephone number, and email address of the Compliance Officer.

The Compliance Officer shall publish and disseminate this policy and complaint procedure at least annually to students, parents/guardians, employees, and the public to provide notice of how to report complaints under this policy.

The Compliance Officer is responsible to ensure adequate nondiscrimination procedures are in place, to recommend new procedures, and to monitor the implementation of nondiscrimination procedures in the following areas:

1. Curriculum and Materials - Review of curriculum guides, textbooks and supplemental materials for discriminatory bias.

2. Training - Provision of training for students and staff to prevent, identify, and alleviate problems of discrimination.
3. Student Access - Review of programs, activities and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
4. District Support - Assurance that like aspects of the school program receive like support as to staffing and compensation, facilities, equipment, and related matters.
5. Student Evaluation - Review of tests, procedures, and guidance and counseling materials for stereotyping and discrimination.
6. Resources – Maintain and provide information to staff on resources available to alleged victims in addition to the school compliant procedure, such as making reports to [the police law enforcement](#), assistance available from domestic violence or rape crisis programs, and community health resources, including counseling resources.
7. Complaints – Monitor and provide technical assistance to building principals or designees in processing complaints.

The building principal or designee shall be responsible for promptly completing the following duties upon receipt of a complaint of discrimination or retaliation under this policy:

1. Immediately notify the Title IX Coordinator identified in Policy 103.2 of any complaint that involves a claim of sex discrimination or sexual harassment for determination of whether an investigation under Title IX should be commenced.
2. Immediately notify the Compliance Officer of the complaint. In cases where the Title IX Coordinator has not already notified the Compliance Officer that the investigation shall be handled solely under Policy 103.2, the Compliance Officer shall assess whether the investigation under this policy should be conducted by the building principal, another district employee, the Compliance Officer, or an attorney and shall promptly assign the investigation to that individual.
3. Inform the complainant about this policy, including the right to an investigation of both oral and written complaints of discrimination.

4. Seek to obtain from parents/guardians consent to initiate an investigation when the complainant or alleged victim is under the age of eighteen (18). When a parent/guardian will not consent to the complainant and/or alleged victim's participation in an investigation, the Compliance Officer shall provide the parent/guardian with a letter containing information related to the district's legal obligations to conduct an investigation and address violations of this policy and any other information appropriate to the specific complaint.
5. Inform the complainant and/or the alleged victim and/or the [~~accused~~-respondent](#) (when the [~~accused~~-respondent](#) is a student) that s/he may be accompanied by a parent/guardian during all steps of the complaint procedure.
6. Notify the complainant and the [~~accused~~-respondent](#) of the progress at appropriate stages of the procedure.
7. Refer the complainant to the Compliance Officer if the building principal is the subject of the complaint.
8. Provide relevant information on resources available in addition to the school complaint procedure, such as making reports to the police, assistance from domestic violence or rape crisis programs, and community health resources, including counseling.
9. After consideration of the allegations in the complaint and in consultation with the Compliance Officer and other appropriate individuals, promptly implement interim measures as appropriate to protect the complainant, the alleged victim, and others as necessary from violation of this policy during the course of the investigation.

Complaint Procedure – Student/Third Party

Step 1 – Reporting

A student or third party who believes s/he has been subject to conduct that constitutes a violation of this policy is encouraged to report immediately the incident to the building principal. Any person with knowledge of conduct that may violate this policy is encouraged to report immediately the matter to the building principal.

A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal and make any mandatory police or child protective services reports required by law. [\[Pol. 806\]](#)

If the building principal is the subject of a complaint, the student, third party or employee shall report the incident directly to the Compliance Officer.

The complainant or reporting employee is encouraged to use the report form available from the building principal or Compliance Officer, and/or to put the complaint in writing; however, oral complaints shall be accepted, documented, investigated, and handled no differently than a written complaint under this policy. The Compliance Officer, building principal, or other district employee who receives and/or is assigned to investigate the complaint shall inform the complainant of this policy and the investigative process, the right to confidentiality, and the potential right to file criminal charges. Both the person accepting the complaint and the person investigating the complaint shall handle the receipt of the complaint objectively, neutrally, and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

The Compliance Officer shall authorize the building principal to investigate the complaint, unless the building principal is the subject of the complaint or is unable to conduct the investigation.

The Compliance Office shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination, this policy, and how to conduct investigations, including the need to keep the investigation confidential.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, potential witnesses, and records to review.

The investigator shall conduct an adequate, reliable, and impartial investigation. The complainant, alleged victim, and the [accused/respondent](#) may suggest additional witnesses and provide evidence during the course of the investigation. When the complaint involves allegations relating to conduct that took place away from school property, school- sponsored activities, or school conveyances, the investigation may

include an inquiry into whether the conduct alleged resulted in harassment in school settings and/or whether another district policy may have been violated.

The investigation may consist of individual interviews with the complainant, the alleged victim, the [accused respondent](#), and others with knowledge related to the incident. The investigator may also evaluate any other information and materials relevant to the investigation. All individuals providing statements or other information or participating in the investigation shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations. [\[Pol. 806\] \[18 Pa. C.S.A. 2709\]](#)

The obligation to conduct an investigation shall not be nullified by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

Step 3 – Investigative Report

The investigator shall prepare and submit a written report within twenty (20) school days of the initial report of alleged discrimination, unless additional time to complete the investigation is required due to the nature of the allegations, the anticipated extent of the investigation, or the availability of witnesses. All parties shall be notified of the anticipated date the investigative report will be complete and of any modifications of the due date.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for the determination, a determination of whether the conduct alleged violated this policy, or any other laws or district policies and a recommended disposition of the complaint. The investigator shall consider the record as a whole in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation of this policy even when the separate incidents are not severe.

The complainant and the [accusedrespondent](#) shall be informed of the outcome of the investigation, for example, whether the investigator has determined that the allegations are founded or unfounded, within a reasonable time of the submission of the written report and to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The [accusedrespondent](#) shall not be notified of the individual remedies offered or provided to the complainant. [\[20 U.S.C. 1232g\]](#) [\[34 CFR Part 99\]](#)[\[Pol. 216\]](#)[\[22 PA Code 15.9\]](#)

Step 4 – District Action

If the investigation results in a finding that some or all of the allegations of the complaint are substantiated and constitutes a violation of this policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and does not recur and that no retaliation occurs.

The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the school or school program environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of the investigation through disciplinary actions or the initiation of further investigations.

Disciplinary actions shall be consistent with the Student Code of Conduct, Board policies and district procedures, applicable collective bargaining agreements, and state and federal laws.

Appeal Procedure

1. If the complainant or the [accusedrespondent](#) is not satisfied with a finding made pursuant to the policy or with the recommended corrective action, s/he may submit a written appeal to the Compliance Officer within fifteen (15) school days. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent
2. The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a

reasonable supplemental investigation to assess the sufficiency and propriety of the prior investigation.

3. The individual handling the appeal shall prepare a written response to the appeal within twenty (20) school days. Copies of the response shall be provided to the complainant, the [accused respondent](#), and the investigator who conducted the initial investigation.

References

20 U.S.C. 1681 et seq.

22 PA Code 12.1

22 PA Code 12.4

22 PA Code 15.1 et seq.

22 PA Code 4.4

24 P.S. 1301

24 P.S. 1310

24 P.S. 1601-C et seq.

24 P.S. 5004

29 U.S.C. 794

42 U.S.C. 12101 et seq.

42 U.S.C. 1981 et seq.

42 U.S.C. 2000d et seq.

43 P.S. 951 et seq.

Pol. 216, 218, 234, 247, 249, 815, 806

U.S. Const. Amend. XIV, Equal Protection Clause

29 CFR 1604.11

29 CFR 1606.8

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

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

Office for Civil Rights - Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability (Oct. 26, 2010)

Office for Civil Rights - Resources for Addressing Racial Harassment

Office for Civil Rights - Revised Harassment Guidance: Harassment of Students by School Employees, Other Students or Third Parties Title IX (January 2001)

18 Pa. C.S.A. 2709

20 U.S.C. 1232g

34 CFR Part 99

28 CFR Part 35

28 CFR Part 41

34 CFR Part 100

34 CFR Part 104

34 CFR Part 106

34 CFR Part 110

**REPORT FORM FOR COMPLAINTS OF DISCRIMINATION/HARASSMENT
AGAINST STUDENTS**

Complainant: _____

Home Address: _____ Home Phone: _____

School Building: _____

Date of Alleged Incident(s): _____

Alleged harassment was based on: (circle those that apply)

Race _____	Color _____	National Origin _____
Sex _____	Age _____	Sexual Orientation _____
Handicap/Disability _____	Religion _____	Pregnancy _____
Familial Status _____		

Name of person you believe violated the district's nondiscrimination and harassment policy: _____

If the alleged discrimination or harassment was directed against another person, identify the other person: _____

Describe the incident as clearly as possible, including what physical contact, if any, was used; verbal statements (i.e. threats, requests, demands, etc.) were made; and any incidents were recorded (notes, emails, texts, messages, social media post, etc.) Attach additional pages if necessary:

When and where incident occurred: _____

List any witnesses who were present: _____

This complaint is based on my honest belief that _____ has discriminated against or harassed me or another person. I certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge.

Complainant's Signature _____ Date

Received By _____ Date

**DISCRIMINATION/HARASSMENT/BULLYING/
HAZING/DATING VIOLENCE/RETALIATION
REPORT FORM**

Note: for purposes of Title IX sex-based discrimination or harassment, this Report Form serves as an informal report, not a complaint of Sex-Based Discrimination or Harassment under Title IX.

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying; hazing; dating violence; discrimination; harassment, including sex-based harassment; and retaliation. If you have experienced, or if you have knowledge of any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: _____

Address: _____

Email: _____

Phone Number: _____

Retaliation Prohibited

The district, its employees and others, including your peers, are prohibited from intimidating, threatening, coercing or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality, as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

School Building: _____

I am a(n):

☐ Student ☐ Parent/Guardian ☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district education program or activity)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is: ☐ Your Child ☐ Another Student ☐ A District Employee

☐ Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Conduct You are Reporting

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s):

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

☐ Yes ☐ No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

Is there anything else you wish the Title IX Coordinator to know at this time?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

Signature of Person Making the Report

Date

Received By

Date

Book	Policy Manual
Section	100 Programs
Title	Discrimination/Harassment Affecting Staff
Code	104 Vol IV 2024
Status	
Adopted	October 24, 2005
Last Revised	December 1, 2020
Last Reviewed	December 20, 2024

Authority

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

The Board also declares it to be the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. Such discriminatory harassment is referred to as Title IX sexual harassment. All allegations of sexual harassment and discrimination on the basis of sex shall be first evaluated under Policy 103.2, Title IX/Nondiscrimination Based on Sex. If the sexual harassment or discrimination on the basis of sex alleges does not fit the definition of Title IX sexual harassment or Title IX discrimination, the allegations may still be investigated under this policy. If the allegations include Title IX discrimination or Title IX harassment and discrimination or harassment on the basis of another protected status, a joint, concurrent investigation under this policy and Policy 103.2 will be conducted.

The Board encourages employees and third parties who believe that they or others have been subject to discrimination prohibited by this policy to report promptly such incidents to designated employees. [\[Pol. 103.2\]](#)

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

The Board directs that the foregoing statement of Board policy be included in each student and staff handbook, and that this policy and related attachments be posted to the district's website.

The Board requires a notice stating that the district does not discriminate in any manner, including Title IX sexual harassment, in any district education program or activity, to be issued to all students, parents/guardians, employment applicants, employees and all unions or professional organizations holding collective bargaining or

professional agreements with the district. All discrimination notices and information shall include the title, office address, telephone number and email address of the individual(s) designated as the Compliance Officer and Title IX Coordinator.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint, and the investigation shall be maintained, consistent with the district's legal and investigative obligations. [34 CFR Part 106] [20 U.S.C. 1232g] [34 CFR Part 99] [34 CFR 106.71] [34 CFR 106.45]

Retaliation

The Board prohibits retaliation against any person for making a report of discrimination or participating in a related investigation or hearing, or opposing practices the person reasonably believes to be discriminatory. A complaint of retaliation shall be handled in the same manner as a complaint of discrimination. [34 CFR 106.71] [29 CFR 1636.5]

Definitions

Complainant shall mean an individual who is alleged to be the victim. [14]

Respondent shall mean an individual alleged to be the perpetrator of discriminatory conduct. [14]

Discrimination

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

Discriminatory Harassment Harassment is a form of discrimination based on protected classifications listed in this policy. by students, employees or third parties on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, familial status, genetic information, pregnancy or handicap/disability is a form of discrimination and is subject to this policy. A person who is not necessarily an intended victim or target of such harassment but is adversely affected by the offensive conduct may file a report of discrimination on his/her own behalf.

For purposes of this policy, harassment shall consist^{ing} of unwelcome conduct such as graphic, written, electronic, verbal or nonverbal acts including offensive jokes, slurs, epithets or name-calling, ridicule or mockery, insults, put-downs, offensive objects or pictures, physical assaults, threats, intimidation, or other conduct that may be harmful or humiliating or interfere with a person's work performance and which relates to an individual's or group's race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, familial status, genetic information, pregnancy or handicap/disability when such conduct is including when the harassment is: [42 U.S.C. 2000e et seq]

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

Sexual harassment is a form of discrimination on the basis of sex and is subject to this policy. For purposes of this policy, sexual harassment shall consist of unwelcome sexual advances; requests for sexual favors; and other inappropriate verbal, nonverbal, written, electronic, graphic, or physical conduct of a sexual nature when:

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

Discrimination on the basis of sex and sexual harassment that violate Title IX are addressed in a separate Board Policy 103.2. This policy addresses sex discrimination and sexual harassment that does not fall under the purview of Title IX.

Delegation of Responsibility

In order to maintain a program of nondiscrimination practices that is in compliance with applicable laws and regulations, the Board designates the Superintendent (for professional employees) and the Business Manager (for non-professional employees) as the district's Compliance Officers.[28]

The Compliance Officer shall publish and disseminate this policy and complaint procedure at least annually to students, parents/guardians, employees and the public. Nondiscrimination statements shall include the position, office address and telephone number of the compliance Officer.

The Compliance Officer is responsible to ensure adequate nondiscrimination procedures are in place, to recommend new or modified procedures, and to monitor the implementation of nondiscrimination procedures in the following areas: [34 CFR 106.44]

1. Development and modification of position qualifications, job descriptions and essential job functions.
2. Recruitment materials and practices.
3. Procedures for screening, interviewing, and hiring.
4. Promotions and demotions.
5. District-designed performance evaluations.
6. Non-renewal of contracts.
7. Proposed disciplinary actions, up to and including terminations.

The Compliance Officer is responsible for the following additional procedures.

1. **Training-Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions; district designed performance evaluations; review of planned employee demotions, nonrenewal of contracts and proposed employee disciplinary actions up to and including termination.**
2. Supervisors and staff to prevent, identify and alleviate problems of employment discrimination.

3. Maintaining and providing information to staff on resources available to alleged victims in addition to the district complaint procedure, e.g., making reports to the police, obtaining assistance from domestic violence or rape crisis programs, and community health resources, including counseling.
4. Monitoring and providing technical assistance to building principals or designees in processing complaints.

The building principal or designee shall be responsible to complete promptly the following duties upon receipt of a complaint of discrimination or retaliation against employees or third parties:

1. Immediately notify the Title IX Coordinator identified in Policy 103.2 of any complaint that involves a claim of sex discrimination or sexual harassment for determination of whether an investigation under Title IX should be commenced.
2. In cases where the Title IX Coordinator has not already notified the Compliance Officer that the investigation shall be handled solely under Policy 103.2, the Compliance Officer shall assess whether the investigation should be conducted by the building principal, another employee, the Compliance Officer, or an attorney and shall promptly assign the investigation to that individual.
3. Inform the employee or third party about this policy including the right to an investigation of both oral and written complaints of discrimination.
4. Provide relevant information on resources available in addition to the school complaint procedure such as making reports to the police, available assistance from domestic violence and rape crisis programs, and community health resources including counseling resources.
5. Notify the complainant and the accused of the progress at appropriate stages of the procedure.
6. After consideration of the allegations and in consultation with the Compliance Officer and other appropriate individuals, promptly implement interim measures as appropriate to protect the complainant and others as necessary from violation of this policy during the course of the investigation.

Complaint Procedure – Employee/Third Party

Step 1 – Reporting

An employee or third party who believes s/he has been subject to conduct that constitutes a violation of this policy is encouraged to report immediately the incident to the building principal or supervisor.

If the building principal is the subject of a complaint, the employee or third party shall report the incident directly to the Compliance Officer.

The complainant is encouraged to use the report form available from the building principal, supervisor, or Compliance Officer but oral complaints shall be accepted, documented, investigated, and handled no differently than a written complaint under this policy.

The Compliance Officer, building principal, or other district employee who receives and/or is assigned to investigate the complaint shall inform the complainant of this policy and the investigative process, the right to confidentiality, and the potential right to file criminal charges. Both the person accepting the complaint and the person investigating the complaint shall handle the receipt of the complaint objectively, neutrally, and professionally, setting aside personal biases that might favor or disfavor the complainant or those accused of a violation of this policy.

Step 2 – Investigation

The Compliance Office shall ensure that the individual assigned to investigate the complaint has an appropriate understanding of the relevant laws pertaining to discrimination, this policy, and the proper procedures to conduct investigations, including the need to keep the investigation confidential.

The investigator shall work with the Compliance Officer to assess the anticipated scope of the investigation, potential witnesses, and records to review.

The investigator shall conduct an adequate, reliable, and impartial investigation. The complainant, alleged victim, and the accused may suggest additional witnesses and provide evidence during the course of the investigation. When the complaint involves allegations relating to conduct that took place away from school property, school-sponsored activities, or school conveyances, the investigation may include an inquiry into whether the conduct alleged resulted in harassment in school settings and/or whether another district policy may have been violated.

The investigation may consist of individual interviews with the complainant, the accused, and others with knowledge relative to the allegations. The investigator may also evaluate any other information and materials relevant to the investigation. The complainant, witnesses, parties, and parents/guardians shall be informed that retaliation for anyone's participation in an investigation is strictly prohibited and that conduct believed to be retaliatory should be reported. All individuals providing statements shall be instructed to keep the matter confidential and to report any concerns about confidentiality to the investigator.

If the investigation reveals that the conduct being investigated may involve a violation of criminal law, the investigator shall promptly notify the Compliance Officer, who shall promptly inform law enforcement authorities about the allegations.

The obligation to conduct an investigation shall not be nullified by the fact that a criminal or child protective services investigation of the allegations is pending or has been concluded. The investigator should coordinate with any other ongoing investigations of the allegations, including agreeing to requests for a short delay in fulfilling the district's investigative responsibilities during the fact-finding portion of a criminal or child protective services investigation. Such delays shall not extend beyond the time necessary to prevent interference with or disruption of the criminal or child protective services investigation.

Step 3 – Investigative Report

The investigator shall prepare and submit a written report to the Compliance Officer within twenty (20) school days of the report of alleged discrimination, unless additional time to complete the investigation is required due to the nature of the allegations, the extent of the

anticipated investigation, or the availability of witnesses. The parties shall be notified of the anticipated date the investigative report will be completed and of any changes to the anticipated due date during the course of the investigation.

The report shall include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, the information and evaluation that formed the basis for this discrimination, a determination of whether the conduct violated this policy or any other district policy, and a recommended disposition of the complaint.

An investigation into a complaint of conduct that violates this policy shall record as a whole and the totality of circumstances in determining whether a violation of this policy has occurred, recognizing that persistent and pervasive conduct, when taken together, may be a violation even when the separate incidents are not severe.

The complainant and the accused shall be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report. The accused shall not be notified of the individual remedies offered or provided to the complainant. [20 U.S.C. 1232g][34 CFR Part 99][22 PA Code 15.9]

Step 4 – District Action

If the investigation results in a finding that some of all of the allegations in the complaint are substantiated and constitutes a violation of this policy, the district shall take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs.

The district shall promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the discriminatory effect the prohibited conduct had on the complainant and the work environment. District staff shall document the corrective action taken and, where not prohibited by law, inform the complainant. The Compliance Officer shall follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different law or Board policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters shall be addressed at the conclusion of the investigation or through disciplinary actions or the initiation of further investigations.

Disciplinary actions shall be consistent with Board policies and district procedures, applicable collective bargaining agreements, and state and federal laws. [Pol. 218][Pol. 317]

Appeal Procedure

1. If the complainant or the accused is not satisfied with a finding made pursuant to this policy or with the recommended corrective action s/he may submit a written appeal to the Compliance Officer within fifteen (15) school days. If the Compliance Officer investigated the complaint, such appeal shall be made to the Superintendent.

2. The individual receiving the appeal shall review the investigation and the investigative report and may also conduct or designate another person to conduct a reasonable supplemental investigation to assess the sufficiency and property of the prior investigation.
3. The individual handling the appeal shall prepare a written response to the appeal within twenty (20) school days. Copies of the response shall be provided to the complainant, the accused, and the investigator who conducted the initial investigation.

Legal

- [1. 43 P.S. 336.3](#)
- [2. 43 P.S. 951 et seq](#)
- [3. 34 CFR Part 106](#)
- [4. 20 U.S.C. 1681 et seq](#)
- [5. 29 U.S.C. 206](#)
- [6. 29 U.S.C. 621 et seq](#)
- [7. 29 U.S.C. 794](#)
- [8. 42 U.S.C. 1981 et seq](#)
- [9. 42 U.S.C. 2000e et seq](#)
- [10. 42 U.S.C. 2000ff et seq](#)
- [11. 42 U.S.C. 12101 et seq](#)
- [12. 29 CFR Part 1636](#)
- [13. U.S. Const. Amend. XIV, Equal Protection Clause](#)
- [14. 34 CFR 106.2](#)
- [15. 29 CFR 1636.3](#)
- [16. 16 PA Code 41.204](#)
- [17. 34 CFR 106.71](#)
- [18. 16 PA Code 41.205](#)
- [19. 16 PA Code 41.207](#)
- [20. 16 PA Code 41.206](#)
- [21. 34 CFR 106.10](#)
- [22. 34 CFR 106.31](#)
- [23. 34 U.S.C. 12291](#)
- [24. 20 U.S.C. 1092](#)
- [25. 34 CFR 106.11](#)
- [26. 34 CFR 106.44](#)
- [27. 34 CFR 106.45](#)
- [28. 34 CFR 106.8](#)
- [29. 34 CFR 106.41](#)
30. Pol. 317
31. Pol. 317.1
- [32. 29 CFR 1630.1 et seq](#)

[33. 29 CFR 1636.4](#)

34. Pol. 335

35. Pol. 336

36. Pol. 339

[37. 20 U.S.C. 1232g](#)[38. 34 CFR Part 99](#)

39. Pol. 216

40. Pol. 324

41. Pol. 103

42. Pol. 113.4

[43. 29 CFR 1636.5](#)

44. Pol. 806

45. Pol. 824

46. Pol. 800

47. Pol. 801

[18 Pa. C.S.A. 2709](#)[16 PA Code 41.201 et seq](#)[28 CFR 35.140](#)[28 CFR Part 41](#)[29 CFR Parts 1600-1691](#)[U.S. Equal Employment Opportunity Commission Questions and Answers on Religious Discrimination in the Workplace](#)[U.S. Equal Employment Opportunity Commission \(EEOC\) Enforcement Guidance on Harassment in the Workplace \(2024\)](#)

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

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

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

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

Pol. 320

Pol. 815



104 Report Form.pdf (322 KB)

DISCRIMINATION/HARASSMENT/RETALIATION REPORT FORM

Note: For purposes of Title IX sex-based discrimination or harassment, this Report Form serves initially as an informal report, not a complaint of Sex-Based Discrimination or Harassment under Title IX.

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from discrimination, harassment, including sex-based harassment, and retaliation. If you have experienced, or if you have knowledge of any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position:

Address:

Email:

Phone Number:

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing or discriminating against you for making this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with Board policy, procedures and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality, as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

Assigned School Building(s): _____

I am a(n):

☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district education program or activity)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is:

☐ Another Employee ☐ Student

☐ Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Conduct You are Reporting

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s): _____

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

☐ Yes ☐ No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

Is there anything else you wish the Title IX Coordinator to know at this time?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

Signature of Person Making the Report

Date

Received By

Date

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

104-AR-2. REASONABLE BREAK TIME AND LACTATION ACCOMMODATIONS

The district will provide reasonable break times for employees to express breast milk for

☒ up to one (1) year following the birth of a child. **[minimum required by law]**

☒ at least two (2) years beginning on the date that the circumstances related to such need arise.

☒ in accordance with the terms of an applicable collective bargaining agreement.

☒ _____ (other).

A reasonable break time will be provided each time the employee has the need to express breast milk.

Requests for reasonable break times and lactation accommodations may be made verbally or in writing to the

☒ ~~Personnel Director.~~

☒ building principal or.

☒ immediate supervisor.

☒ _____ (other).

The

☒ ~~Personnel Director~~

☒ building principal or

☒ immediate supervisor

☒ _____ (other)

will designate and notify employees of an appropriate place, other than a bathroom, which may be used to express breast milk. Such location must provide privacy to shield the employee from view, be regularly cleaned, be free of intrusion from other staff and the public, such as behind a

locked door, and be in reasonable proximity to the employee's usual work area. The designated location must have electricity, appropriate seating, sufficient surface area to place a breast pump and its parts and be in reasonable proximity to a sink with running water and a refrigerator.

When an employee's regular working location makes nursing during work hours a possibility because the child is in close proximity, the district will provide reasonable break times for nursing.

The district is not required to compensate an employee receiving reasonable break time to express breast milk. However, break time shall be considered hours worked if the employee is not completely relieved from duty during the entirety of such break.

The district will not request supporting documentation from an employee in order to provide reasonable break time and lactation accommodations.

Resources

U.S. Department of Labor, Wage and Hour Division – Pump at Work resources and Frequently Asked Questions: <https://www.dol.gov/agencies/whd/pump-at-work>

Book	Policy Manual
Section	200 Pupils
Title	Eligibility of Non Resident Students
Code	202
Status	
Adopted	September 26, 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]~~

Authority

The Board may permit the admission of nonresident students in accordance with Board policy.~~[4]~~
~~[5]~~~~[6]~~

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.~~[7][8]~~

The Board reserves the right to verify claims of residency, dependency and guardianship and to remove from school attendance a nonresident student whose claim is invalid ~~and who is not~~
~~otherwise entitled to enrollment within this district.~~~~[7]~~

If information contained in the sworn statement of residential support is found to be false, the student shall be removed from school ~~after notice is given of an opportunity to appeal the student's removal, in accordance with Board policy 906, Public Complaints~~
~~in accordance with this policy.~~
~~[7]~~~~[9]~~

~~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:~~

- ~~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~~
- ~~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.~~

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.

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

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

The Board reserves the right to pursue all criminal and civil penalties against any person who knowingly provided or allowed to be provided false information in order to obtain public school services for which they are not eligible.

Tuition rates shall be determined annually in accordance with law. Tuition shall be charged monthly, in advance of attendance. [5][10]11]

Guidelines

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. [12][13]

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. [10][13][14][15][16][17][18][19][20]

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.

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. [13]21]

Students Who Are Not Residents For a Full School Year

If a student's parent/guardian has been/will be a resident of the district for at least forty-five (45) school days in a school year, the parent/guardian may keep the student enrolled through the remainder of the school year/enroll the student early upon the payment of tuition. Tuition for the length of time in which the student is enrolled without residency shall be thirty percent (30%) of the rate set by the Commonwealth. Such tuition shall be paid for only one child in each family;

e.g., if a parent/guardian who will be/is a resident for at least forty-five (45) days in a school year enrolls three (3) children pursuant to this policy, the parent/guardian will only pay tuition for one (1) child, and that amount is capped at thirty percent (30%) of the Commonwealth-set rate.

The Superintendent may choose to not permit continued enrollment of a future resident or former resident at any time for any lawful reason, including, but not limited to poor attendance, behavioral issues subject to discipline, and failure to timely pay tuition. The Superintendent may not disapprove an application for continued enrollment on any basis not permitted by law, including, but not limited to, ~~race, sex, creed, or disability~~ race, creed, color, gender, sexual orientation, national origin, ancestry, or handicap/disability.

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. [\[7\]\[8\]](#)

Nonresidents other than those affected by the above provisions will not be accepted on a tuition basis.

The Superintendent or designee shall develop procedures for the enrollment of nonresident students which:

1. Admit such students only on proper application and submission of required documentation by the parent/guardian.
2. Verify claims of residency at least annually.
3. Do not exclude any eligible student on the basis of race, creed, color, gender, sexual orientation, national origin, ancestry, or handicap/disability.
4. Make continued enrollment of any nonresident student contingent upon maintaining established standards of attendance, discipline and academics.

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.

Verification

All nonresident students residing within the district will be visited annually by the Home School Visitor or designee to assume conformance to all district requirements. Misrepresentation as to any material fact in any affidavit or in required supporting documentation shall result in the disenrollment of the student, in accordance with law and Board policy. The resident and the nonresident parents shall individually and jointly be responsible for payment of tuition at the district's tuition rate for all days of attendance from the initial registration.

NOTES:

Incarcerated Juveniles

Convicted – SC 1306.2, 1318

Charged – SC 1306.2

Legal References

1. [24 P.S. 501](#)
 2. [24 P.S. 502](#)
 3. [24 P.S. 503](#)
 4. [24 P.S. 1301](#)
 5. [24 P.S. 1316](#)
 6. Pol. 200
 7. [24 P.S. 1302](#)
 8. [22 PA Code 11.19](#)
 9. Pol. 906
 10. [24 P.S. 2561](#)
 11. Pol. 607
 12. [24 P.S. 1305](#)
 13. [24 P.S. 1331.1](#)
 14. [24 P.S. 1306](#)
 15. [24 P.S. 1307](#)
 16. [24 P.S. 1308](#)
 17. [24 P.S. 1309](#)
 18. [24 P.S. 1310](#)
 19. [24 P.S. 2562](#)
 20. [22 PA Code 11.18](#)
 21. Pol. 251
- [24 P.S. 1306.2](#)
- [24 P.S. 2503](#)
- [22 PA Code 11.41](#)
- Pol. 103
- Pol. 103.1

Book	Policy Manual
Section	200 Pupils
Title	Pregnant/Parenting/Married Students
Code	234 Vol IV 2024
Status	

Purpose

A student who is eligible to attend district schools and is married and/or pregnant/parenting shall not be denied **admission to the district** or an educational program solely because of marriage, pregnancy, pregnancy-related **conditions** or potential or actual parenthood.[\[1\]](#)[\[2\]](#)[\[3\]](#)[\[4\]](#)[\[5\]](#)[\[6\]](#)[\[7\]](#)

Definitions

Pregnancy or related conditions, as defined in federal law, shall mean:[\[5\]](#)[\[8\]](#)

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

Pregnancy, as defined in state law, shall include the use of assisted reproductive technology, the state of being in gestation, childbirth, breastfeeding, the postpartum period after childbirth and medical conditions related to pregnancy.[\[9\]](#)

Authority

The Board directs that students who are married or experiencing pregnancy, pregnancy-related conditions or parenting shall have equal access to the same educational programs, activities and services provided to other district students.[\[2\]](#)[\[4\]](#)[\[5\]](#)

When a student, parent/guardian of a student or other individual with a legal right to act on behalf of the student informs a district employee of the student's pregnancy or related conditions, the employee shall promptly notify that individual of the Title IX Coordinator's contact information and inform the individual that the Title IX Coordinator may coordinate specific steps to prevent discrimination and provide equal access to the district's educational programs, activities and services. The employee shall document this notification.[\[4\]](#)[\[5\]](#)[\[10\]](#)[\[11\]](#)

The Board directs the Title IX Coordinator and district staff to make reasonable modifications to Board policies, administrative regulations and school rules as necessary to provide equal access to the district's educational program for a student experiencing pregnancy, pregnancy-related conditions or parenting, when the student, parent/guardian of the student or other individual with a legal right to act on behalf of the student informs the Title IX Coordinator of the student's pregnancy or related

conditions. Reasonable modifications must be based on the student's individualized needs, and shall be determined in consultation with the student. Reasonable modifications may include, but are not limited to:[\[4\]](#)[\[12\]](#)

- 1. Breaks during class to address lactation needs or health needs, including eating, drinking and restroom use.**
- 2. Intermittent absences to attend medical appointments, in accordance with Board policy.**[\[13\]](#)
- 3. Voluntary leave of absence as deemed medically necessary by the student's licensed healthcare provider.**[\[13\]](#)
- 4. Access to online or homebound instruction, or other separate but comparable program of the district's educational programs and activities.**[\[14\]](#)[\[15\]](#)
- 5. Changes in schedule or course sequence.**
- 6. Extensions of time for coursework or rescheduling of tests and examinations.**
- 7. Allowing the student flexibility in sitting and standing, and changes in physical space or supplies, including carrying water.**
- 8. Access to appropriate facilities for addressing lactation needs.**
- 9. Counseling.**

The district shall not require documentation for establishing reasonable modifications or providing equal access to educational programs and activities unless such documentation is required in accordance with law or other Board policies and administrative regulations.[\[5\]](#)[\[12\]](#)[\[13\]](#)[\[14\]](#)[\[16\]](#)

Delegation of Responsibility

The Title IX Coordinator shall coordinate with the student, parent/guardian of the student or other individual with a legal right to act on behalf of the student to determine when reasonable modifications need to be adjusted or are no longer necessary.

The Title IX Coordinator shall inform the student and the individual who provided notification regarding a student's pregnancy, if applicable, of the district's responsibilities and Board policy regarding nondiscrimination.[\[4\]](#)[\[5\]](#)

The Superintendent or designee shall develop administrative regulations for implementing this policy.

Legal

[1. 24 P.S. 1326](#)

[2. 22 PA Code 12.1](#)

[3. 34 CFR 106.21](#)

[4. 34 CFR 106.40](#)

5. Pol. 103

6. Pol. 200

7. Pol. 201

[8. 34 CFR 106.2](#)

[9. 16 PA Code 41.204](#)

10. Pol. 113.4

11. Pol. 216

12. Pol. 103.1

13. Pol. 204

14. Pol. 117

15. Pol. 124

16. Pol. 123

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

[16 PA Code 41.201 et seq](#)

[22 PA Code 4.4](#)

[22 PA Code 12.4](#)

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

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

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

[34 CFR Part 106](#)

[34 CFR Part 99](#)

Pol. 146

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

**234-AR-0. STUDENTS EXPERIENCING PREGNANCY/PREGNANCY-RELATED
CONDITIONS OR PARENTING**

District administrators will **take steps to ensure that students who are experiencing pregnancy, pregnancy-related conditions or parenting have equal access to the district's educational and extracurricular programs and activities.**

A student, **the student's parent/guardian or another individual with a legal right to act on the student's behalf** may inform a teacher, school nurse, school counselor or other school staff about **the student's pregnancy or pregnancy-related condition**. The staff member will **promptly, within one (1) school day, notify the individual of the contact information for the Title IX Coordinator and inform the individual that the Title IX Coordinator may coordinate specific steps in support of the student to prevent discrimination and ensure equal access for the student to the district's educational programs, activities and services.**

Reasonable Modifications and Support

Once the student, parent/guardian of the student or individual with a legal right to act on behalf of the student contacts the Title IX Coordinator and informs them about the student's pregnancy or pregnancy-related conditions, the Title IX Coordinator or designee will meet with the student to discuss the student's individualized needs and determine what reasonable modifications may be offered, in accordance with applicable law, regulations and Board policy. A modification that would fundamentally alter the nature of the district's educational program or activity is not considered a reasonable modification.

The student may decide to accept or decline each reasonable modification offered by the district. The district must implement each reasonable modification accepted by the student.

Reasonable modifications may include those provisions outlined in Board policy, and other supports specifically designed to meet the needs of a student experiencing pregnancy, pregnancy-related conditions or parenting, including but not limited to:

1. Physical space accommodations, such as a larger desk or a footrest.
2. Access to use of an elevator.
3. A different size uniform or flexibility with a student dress code.

234-AR-0. STUDENTS EXPERIENCING PREGNANCY/PREGNANCY-RELATED
CONDITIONS OR PARENTING - Pg. 2

4. **Adjustments to class schedules to address physical needs, lactation or child care schedule.**
5. **Other modifications or adjustments to Board policies and district administrative regulations, procedures or practices.**

The district will not require supporting documentation to be provided unless the documentation is necessary and reasonable for determining the reasonable modifications for the student, or whether additional actions are needed to meet the needs of the student experiencing pregnancy, pregnancy-related conditions or parenting.

The **Title IX Coordinator** will maintain and provide a list of resources available to students **experiencing pregnancy, pregnancy-related conditions and parenting**, will communicate with local community agencies that can provide relevant assistance and will assist a student in accessing available social services that will enable the student to remain in school to achieve graduation.

Homebound Instruction

Experiencing pregnancy, pregnancy-related conditions or parenting does not, in itself, necessitate that a student receive homebound instruction.

Homebound instruction **may be discussed with the student as a reasonable modification, and would be provided in accordance with applicable law, regulations and Board policy. (Pol. 117)**

Excused Absence/Leave of Absence

The building principal may approve intermittent absences for a student experiencing pregnancy, pregnancy-related conditions or parenting to attend medical appointments or address mental and physical health conditions, in accordance with Board policy. (Pol. 204)

The building principal may temporarily excuse attendance by a student **experiencing pregnancy, pregnancy-related conditions** or parenting for mental, physical or other urgent reasons, for a period not to exceed three (3) months, **in accordance with law, regulations and Board policy. (Pol. 204)**

The Title IX Coordinator will address requests for a voluntary leave of absence that is medically necessary, as determined by the student's licensed healthcare provider, as a reasonable modification.

Any excuse from attending school for longer than temporary periods of **three (3) months** will not be final until the Board obtains the approval of the Secretary of Education. The district will maintain and submit to the Secretary of Education documentation regarding the reason(s) for an excuse from attendance and will request approval in all cases where nonattendance is being sought for longer than a temporary period.

234-AR-0. STUDENTS EXPERIENCING PREGNANCY/PREGNANCY-RELATED
CONDITIONS OR PARENTING - Pg. 3

The **building** principal will allow any student who has been absent from school due to **experiencing pregnancy, pregnancy-related conditions** or parenting to re-enter school in the same manner as any student whose nonattendance is a result of an excused absence or temporary disability. **The student will be reinstated to the academic status, and, as practicable, to the extracurricular activities status that the student held when the leave began.**

A student over compulsory school age who leaves school due to pregnancy, **pregnancy-related conditions** or parenting, without achieving a high school diploma, will be permitted to re-enroll in school until the **end of the school term in which the student attains the age of twenty-one (21).** (Pol. 200)

Lactation Space

The district will provide a space, other than a bathroom, that is clean, shielded from view and free from intrusion from others as a lactation space for a student for expressing breast milk or breastfeeding, as needed.

Book	Policy Manual
Section	200 Pupils
Title	Hazing
Code	247 Vol IV 2024
Status	
Adopted	August 22, 2006
Last Revised	January 12, 2021

Purpose

The purpose of this policy is to maintain a safe, positive environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the district and are prohibited at all times.

Definitions

Hazing occurs when a person intentionally, knowingly or recklessly, for the purpose of initiating, admitting or affiliating a student with an organization, or for the purpose of continuing or enhancing membership or status in an organization, causes, coerces or forces a student to do any of the following:[1]

1. Violate federal or state criminal law.
2. Consume any food, liquid, alcoholic liquid, drug, or other substance which subjects the student to a risk of emotional or physical harm.
3. Endure brutality of a physical nature, including whipping, beating, branding, calisthenics, or exposure to the elements.
4. Endure brutality of a mental nature, including activity adversely affecting the mental health or dignity of the individual, sleep deprivation, exclusion from social contact, or conduct that could result in extreme embarrassment.
5. Endure brutality of a sexual nature.
6. Endure any other activity that creates a reasonable likelihood of bodily injury to the student.

Aggravated hazing occurs when a person commits an act of hazing that results in serious bodily injury or death to the student and:[2]

1. The person acts with reckless indifference to the health and safety of the student; or
2. The person causes, coerces or forces the consumption of an alcoholic liquid or drug by the student.

Organizational hazing occurs when an organization intentionally, knowingly or recklessly promotes or facilitates hazing.[3][4]

Student activity or organization means any activity, society, corps, team, club or service, social or similar group, operating under the sanction of or recognized as an organization by the district, whose members are primarily students or alumni of the organization.[6][7]

For purposes of this policy, **bodily injury** shall mean impairment of physical condition or substantial pain.[8]

For purposes of this policy, **serious bodily injury** shall mean bodily injury which creates a substantial risk of death or which causes serious, permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.[8]

Authority

The Board prohibits hazing in connection with any student activity or organization regardless of whether the conduct occurs on or off school property or outside of school hours.[4][5][7][9][10]

No student, parent/guardian, coach, sponsor, volunteer or district employee shall engage in, condone or ignore any form of hazing activity.

Any activity, as described above, shall be deemed a violation of this policy regardless of whether:
[18 Pa. C.S.A. 2806]

1. The consent of the student was sought or obtained, or
2. The conduct was sanctioned or approved by the school or organization.

The district will investigate all complaints of hazing and will administer appropriate discipline to any individual who violates this policy.

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

Title IX Sexual Harassment and Other Discrimination/Harassment

Every report of alleged hazing that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination **or harassment** shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer/Title IX Coordinator. If, in the course of a hazing investigation, potential issues of discrimination **or harassment** are identified, the Compliance Officer\Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination **or harassment** as well as the incidents of alleged hazing.[11][12][103.2]

Delegation of Responsibility

District administrators shall investigate promptly all complaints of hazing and administer appropriate discipline to any individual who violates this policy.

Students, parents/guardians, coaches, sponsors, volunteers and district employees shall be alert to incidents of hazing and shall report such conduct to the building principal or designee.[24 P.S. 1302-E] [Pol. 236.1]

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.[13][14]

Guidelines

The district shall annually inform students, parents/guardians, coaches, sponsors, volunteers and district staff of the district's policy prohibiting hazing, including district rules, penalties for violations of the policy and the program established by the district for enforcement of the policy by means of distribution of written policy, publication in handbooks, verbal instructions by the coach or sponsor at the start of the season or program.[4]

This policy, along with other applicable district policies, procedures and Codes of Conduct, shall be provided to all school athletic coaches and all sponsors and volunteers affiliated with a student activity or organization, prior to coaching an athletic activity or serving as a responsible adult supervising, advising, assisting or otherwise participating in a student activity or organization, together with a notice that they are expected to read and abide by the policies, procedures and Codes of Conduct.[Z]

Complaint Procedure

A student who believes that they have been subject to hazing is encouraged to promptly report the incident to the building principal or designee.

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

The Board directs that verbal and written complaints of hazing shall be provided to the building principal or designee, who shall promptly notify the Superintendent or designee of the allegations and determine who shall conduct the investigation. Allegations of hazing shall be investigated promptly, and appropriate corrective or preventative action be taken when allegations are substantiated. The Board directs that any complaint of hazing brought pursuant to this policy shall also be reviewed for conduct which may not be proven to be hazing under this policy but merits review and possible action under other Board policies.

Interim Measures/~~Police~~**Law Enforcement**

Upon receipt of a complaint of hazing, the building principal or designee, in consultation with the Superintendent or designee, shall determine what, if any interim measures should be put in place to protect students from further hazing, bullying, discrimination or retaliatory conduct related to the alleged incident and report. Such interim measures may include, but not be limited to, the suspension of an adult who is involved, the separation of alleged victims and perpetrators, counseling, extensions of deadlines, modifications of class schedules, assistance from community health resources, including counseling and assistance from rape crisis programs. The building principal or designee shall ask the complaining student what they want or need in terms of interim measures and consider the student's response when determining which, if any, interim measures the district will employ.

Those receiving the initial report and conducting or overseeing the investigation will assess whether the complaint, if proven, would constitute hazing, aggravated hazing or organizational hazing and shall report it to ~~the police~~**law enforcement** consistent with district practice and, as appropriate, consult with legal counsel about whether to report the matter to **law enforcement**~~the police~~ at every stage of the proceeding. The decision to report a matter to **law enforcement**~~the police~~ should not involve an analysis by district personnel of whether safe harbor provisions might apply to the person being reported, but information on the facts can be shared with **law enforcement**~~the police~~ in this regard.[15]

Referral to Law Enforcement and Safe Schools Reporting Requirements –

For purposes of reporting hazing incidents to law enforcement in accordance with ~~Safe Schools~~ **Acts** **school safety and security** reporting, 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 under the Safe Schools Act~~ **in the school safety and security provisions of School Code.** [\[16\]](#)[\[17\]](#)[\[18\]](#)

The Superintendent or designee shall immediately report required incidents and may report discretionary incidents, as defined in the ~~Safe Schools Acts~~ **school safety and security sections of the School Code**, 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 ~~local police department~~ **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. [\[16\]](#)[\[17\]](#)[\[19\]](#)[\[20\]](#)[\[21\]](#)[\[22\]](#)

The Superintendent or designee shall notify the parent/guardian of any student directly involved in a ~~defined~~ **an** incident as a victim or suspect immediately, as soon as practicable. The Superintendent or designee shall inform the parent/guardian whether or not the ~~local police department~~ **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. [\[17\]](#)[\[22\]](#)[\[23\]](#) [\[22 PA Code 10.21\]](#) [\[Pol. 805.1\]](#) [\[22 PA Code 10.22\]](#)

In accordance with state law, the Superintendent shall annually, by July 31, report all new incidents to the ~~Office for Safe Schools~~ **PA Department of Education** on the required form. [\[16\]](#)[\[19\]](#)[\[22\]](#)

Confidentiality

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

Retaliation

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

Consequences for Violations

Safe Harbor –

An individual needing medical attention or seeking medical attention for another shall not be subject to criminal prosecution if the individual complies with the requirements under law, subject to the limitations set forth in law. [\[15\]](#)

Students –

If the investigation results in a substantiated finding of hazing, the investigator shall recommend appropriate disciplinary action up to and including expulsion, as circumstances warrant, in accordance with the Code of Student Conduct. The student may also be subject to disciplinary action by the coach or sponsor, up to and including removal from the activity or organization. The fact of whether a student qualified for and received safe harbor under a criminal investigation shall be considered in assigning discipline. [\[4\]](#)[\[7\]](#)[\[15\]](#)[\[24\]](#)[\[25\]](#)

Nonstudent Violators/Organizational Hazing –

If the investigation results in a substantiated finding that a coach, sponsor or volunteer affiliated with the student activity or organization engaged in, condoned or ignored any violation of this policy, the coach, sponsor or volunteer shall be disciplined in accordance with Board policy and applicable laws and regulations. Discipline could include, but is not limited to, dismissal from the position as coach, sponsor or volunteer, and/or dismissal from district employment.

If an organization is found to have engaged in organizational hazing, it shall be subject to appropriate penalties. Penalties may include rescission of permission for that organization to operate on school property or to otherwise operate under the sanction or recognition of the district.

Criminal Prosecution –

Any person or organization that causes or participates in hazing may also be subject to criminal prosecution.^[4]

Legal

- [1. 18 Pa. C.S.A. 2802](#)
- [2. 18 Pa. C.S.A. 2803](#)
- [3. 18 Pa. C.S.A. 2804](#)
- [4. 18 Pa. C.S.A. 2808](#)
- [5. 18 Pa. C.S.A. 2806](#)
- [6. 18 Pa. C.S.A. 2801](#)
- [7. 24 P.S. 511](#)
- [8. 18 Pa. C.S.A. 2301](#)
9. Pol. 122
10. Pol. 123
11. Pol. 103
12. Pol. 103.1
- [13. 24 P.S. 1302-E](#)
14. Pol. 236.1
- [15. 18 Pa. C.S.A. 2810](#)
- [16. 24 P.S. 1319-B](#)
- [17. 22 PA Code 10.2](#)
- [18. 35 P.S. 780-102](#)
- [19. 24 P.S. 1306.2-B](#)
- [20. 22 PA Code 10.21](#)
- [21. 22 PA Code 10.22](#)
22. Pol. 805.1
- [23. 22 PA Code 10.25](#)
24. Pol. 218
25. Pol. 233
26. Pol. 317

[18 Pa. C.S.A. 2801 et seq](#)

[22 PA Code 10.23](#)

Pol. 113.1

Pol. 916



247 Report Form.pdf (351 KB)

DISCRIMINATION/HARASSMENT/RETALIATION REPORT FORM

Note: For purposes of Title IX sex-based discrimination or harassment, this Report Form serves initially as an informal report, not a complaint of Sex-Based Discrimination or Harassment under Title IX.

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from discrimination, harassment, including sex-based harassment, and retaliation. If you have experienced, or if you have knowledge of any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position:

Address:

Email:

Phone Number:

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing or discriminating against you for making this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with Board policy, procedures and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality, as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

Assigned School Building(s): _____

I am a(n):

☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district education program or activity)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is:

☐ Another Employee ☐ Student

☐ Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Conduct You are Reporting

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s): _____

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

☐ Yes ☐ No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

Is there anything else you wish the Title IX Coordinator to know at this time?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

Signature of Person Making the Report

Date

Received By

Date

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

247-AR-0. HAZING

Reporting of Incidents

Reports of hazing may be made **orally** or in writing and may be anonymous, except where made by district staff. Any staff member who receives a report of hazing from any source will encourage the complainant/reporter to directly meet with and report the allegations to the building principal or designee. Staff members who receive a report of hazing will not directly investigate the allegations but will take appropriate action to protect the safety of involved students. Staff members who observe hazing or who receive a report of hazing will promptly provide a summary of what was observed or reported in a confidential email to the building principal.

Reports of hazing may come to the district from different sources. For purposes of these administrative regulations a “**reporter**” is someone, other than district staff, who makes a report alleging hazing directed at one or more students and a “**complainant**” is the alleged victim or target of hazing. There are various circumstances in which a complainant may be both a reporter and a complainant, for example, where more than one (1) person was subjected to hazing and only one (1) of them reports the matter.

The building principal or designee will encourage the complainant/reporter to promptly review and complete the Discrimination/ **Harassment/Bullying/Hazing/Dating Violence/Retaliation** Report Form (Report Form). Oral and anonymous reports will be accepted, documented and investigated in accordance with Board policy and related administrative regulations. Where the complainant/reporter is not able, due to age or incapacitation, to complete the Report Form, the building principal or designee will interview the complainant/reporter and complete the Report Form and sign it as having received this report. If the initial report comes to the district from a reporter, the complainant and, in most circumstances, the complainant’s parents/guardians will be contacted promptly, informed of the report and, if they believe hazing has occurred, they will be encouraged to promptly review and complete the Report Form.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant’s health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the building principal will determine, in consultation with such individuals, **including the Superintendent**, and upon advice of legal counsel, **and upon the request of law enforcement or child welfare agency**, whether to withhold or delay notification of the report from the complainant’s parents/guardians.

Every report of hazing will be subject to a sufficient investigation to address any misconduct, consistent with the protection and well-being of the complainant.

A complainant age fourteen (14) or older and the complainant's parents/guardians who are otherwise being notified of the report of alleged hazing will be provided with the Notice to Complainant and/or Parents/Guardians of Complainant at the outset of the investigation.

Investigation of Incidents

If, at the time of the report or at any time during the investigation of the reported hazing, there is reason to believe that the conduct may fall within the district's Policy 103. **Discrimination/Harassment** Affecting Students, the Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will initiate the steps to comply with Policy 103 and its procedures.

After determining that this matter need not be handled under Policy 103. **Discrimination/Harassment** Affecting Students, the building principal will make an initial determination whether the alleged violations can be investigated by the building principal or a building level designee or must be referred to or discussed with the Superintendent or other appropriate central administrator to determine who will perform the investigation.

If **law enforcement** have been called or a police report is known to have been made or if proven allegations could lead to an expulsion, the building principal will discuss this matter with the Superintendent or appropriate central administrator, who will consult with legal counsel as appropriate.

Unless the investigation is turned over to the Superintendent, central administrator or legal counsel, the building principal or designee will conduct a timely, impartial, thorough and comprehensive investigation of the alleged hazing. During the investigation, the investigator will use and complete the Investigative Fact Sheet.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation will be maintained consistent with applicable law, regulations and the district's legal and investigative obligations necessary to enforce this policy.

The investigation may include the following steps based on the specifics of the allegations:

1. Identifying and interviewing the complainant.
2. Identifying and interviewing the individual(s) accused of having participated in the alleged hazing.
3. Identifying and interviewing any witnesses to the alleged hazing.
4. Review of any physical evidence or documents related to the alleged hazing.
5. Review of any other relevant evidence produced by those interviewed.

6. Any other reasonable investigation resulting from the information received during the course of the investigation or which the building principal deems necessary to reach a finding or address proven misconduct.

A report of hazing must be investigated even if the report is anonymous and even if the complainant/reporter states that **they do** not want the district to do anything.

Investigative Report Findings

Investigated reports of hazing will include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, whether the conduct violated this policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint.

The complainant/reporter and the accused will be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused will not be notified of the individual remedies offered or provided to the complainant.

District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of Board policy, the district will take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district will promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the effect the prohibited conduct had on the complainant and the school or school program environment. District staff will document the corrective action taken and, where not prohibited by law, inform the complainant/reporter. The investigator will follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters will be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions will be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements and state and federal laws.

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

247-AR-2. NOTICE TO COMPLAINANT AND/OR
PARENTS/GUARDIANS OF COMPLAINANT

To: [Parents/Guardians if appropriate; Student if fourteen (14) or older]

From:

Subject: Report of Being Subjected to Hazing

Date:

The elimination of improper conduct, including hazing, is a high priority for the district. It is the established policy of the Board to prohibit all forms of improper conduct, including hazing. A copy of the district's policy and administrative regulations are attached, and we urge you to read them and become familiar with their provisions. This notice is provided to highlight specific information related to the investigative process for, and resolution of, incidents of hazing.

1. If you believe that the allegations may involve acts of Title IX **sex-based discrimination or harassment** or other **forms of discrimination or harassment**, please promptly notify me as this must be handled pursuant to a different policy and procedure. If, during the course of this investigation, it appears that the allegations may involve acts of Title IX **sex-based discrimination or harassment** or other **forms of discrimination or harassment**, the matter will be transferred to the Title IX Coordinator to handle the complaint under Policy 103. **Discrimination/Harassment Affecting Students and its procedures.**
2. The district will investigate allegations of hazing brought to its attention. The investigation will be conducted by _____. If you have any questions about the district's policy on hazing or this investigation, you may contact the investigator at the following address and **phone** number:

3. During the investigation, you have the right to: (a) provide the district with information and documentation concerning the alleged hazing; (b) advise the district of the identity and location of any possible witness; and (c) all other rights set forth in law or in Board policy.

247-AR-2. NOTICE TO COMPLAINANT AND/OR
PARENTS/GUARDIANS OF COMPLAINANT - Pg. 2

4. The district is interested in knowing what actions you are seeking in response to the alleged hazing. Although the district will determine the best way to address any misconduct, a collaborative dialogue may be a useful tool in addressing and eliminating hazing.
5. The district will take reasonable steps to preserve confidentiality and will take appropriate action to prevent public disclosure of the names of the parties involved, except to the extent necessary to carry out the investigation. The district is interested in knowing your views about confidentiality issues and will try to accommodate them, subject to the district being able to fulfill its commitment to eliminate hazing.
6. District employees, witnesses and students who are alleged to be perpetrators of hazing may be entitled to due process and may be protected by certain confidentiality rights. Subject to these rights, the district will make an effort to keep you advised of the progress of its investigation and, as appropriate or necessary, of any decisions it reaches concerning the situation. If you have any questions concerning the progress of the investigation or the actions taken by the district to remediate any hazing that may have occurred, please feel free to contact the investigator previously identified in this notice.
7. If you are dissatisfied with the progress of the investigation or the decision/resolution reached, you have the right to file a written request, no later than ten (10) days after you learn the investigation was completed, seeking a review by the Superintendent. The Superintendent will review the progress of the investigation, or the completed investigation, and the decision/resolution materials and communicate a response to you consistent with due process and other confidentiality rights of employees, witnesses and alleged perpetrators. This request may be filed by email to the Superintendent or by a letter addressed to the Superintendent outlining your reason for requesting a review. The contact information to use is:

Email address:

Postal address:
8. If it is concluded following the investigation that the allegations have merit and that action will be taken to remediate the situation, the district will follow up with you to avoid a recurrence of hazing. If there is any repeat of such conduct, or if you believe the complainant or others involved in the investigation are being subjected to retaliation for their involvement, please notify the building principal immediately.

Thank you for your assistance and cooperation.

I hereby acknowledge receipt of this notice.

Date: _____

Signature: _____

Book	Policy Manual
Section	200 Pupils
Title	Bullying/Cyberbullying
Code	249 Vol IV 2024
Status	
Adopted	October 10, 2006
Last Revised	July 9, 2024

Purpose

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

Definitions

Bullying means an intentional electronic, written, verbal or physical act or series of acts directed at another student or students that is severe, persistent or pervasive and has the effect of doing any of the following:[1]

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

Bullying, as defined in this policy, includes cyberbullying. Bullying that does not occur in a school setting but otherwise fits the definition above may fall under this policy if the effect of the bullying has an impact on the students in the school setting.[24 P.S. 13-1303.1-A]

Bullying may occur in the school setting or out of the school setting.

Cyberbullying means willful harm inflicted through the use of computers, cell phones, and other electronic devices, including, but not limited to, the use of generative artificial intelligence.

School setting means

1. In the school
2. on school grounds
3. In school vehicles
4. At a designated bus stop
5. At any activity sponsored, supervised or sanctioned by the school.[1]
6. On the internet, including, but not limited to, messaging, texting, emailing, posting on social media, when the district's hardware or network is used to access the internet for such activity, or when the posting is done on a school sponsored website or social media account.

~~**Out of the school setting** means at any place not identified in "school setting" above. Examples include but are not limited to, private residences, commercial establishments, or non school public places, or on the internet or electronically when the district's hardware, network, or school sponsored websites or social media accounts are not used.~~

Examples of bullying include, but are not limited to, physical intimidation or assault; extortion; oral or written threats; teasing; putdowns; name-calling; threatening looks; gestures, or actions; cruel rumors; false accusations; social isolation; or a situation that creates an imbalance of power in a relationship.

Authority

The Board prohibits all forms of bullying by district students.[1]

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

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

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

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

Confidentiality

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

Retaliation

The Board prohibits reprisals or retaliation related to good faith reporting of bullying or participation in an investigation of bullying.

Title IX Sexual Harassment and Other Discrimination/Harassment

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

Delegation of Responsibility

The Superintendent or designee shall:

1. Develop administrative regulations to implement this policy.
2. Ensure that this policy and administrative regulations are reviewed annually with students.
[1]
3. In cooperation with other appropriate administrators, review this policy every three (3) years and recommend necessary revisions to the Board.[1]
4. Submit a copy of this policy, reports of bullying incident, and information on the development and implementation of any bullying prevention, intervention, or education programs with the district's annual ~~Safe Schools Reports~~ school safety and security incident report.[1]

Sec. 1303.1 A

Each staff member shall be responsible for maintaining an educational environment free from bullying. Staff members who observe or become aware of an act of bullying shall take immediate, appropriate steps to intervene unless intervention threatens staff members' safety. If a staff member believes that their intervention has not resolved the matter, or if the bullying persists, the staff report the bullying to the school principal for further investigation. This investigation may include interviews with students, parents/guardians, and school staff: review of school records; and any other appropriate means of investigation.

Each student shall be responsible for respecting the rights of fellow students, ensuring their rights, and ensuring an atmosphere free from all form of bullying.

The Board expects students and parents/guardians who become aware of an act of bullying to report it to a school official for further investigation. Any student who retaliated against another person for reporting bullying or participating in an investigation into allegations of bullying may be subject to appropriate disciplinary consequences.

Guidelines

The Code of Student Conduct, which shall contain this policy, shall be disseminated annually to students.[1][6][Z]

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

Students shall be informed that they may choose to report bullying complaints to school principals, teachers, counselors, nurses, administrators, and other instructional and non-instructional staff. A district staff member who receives a complaint of bullying shall notify the building principal within 48 hours.

If the school principal is the subject of a complaint, the student or staff member receiving the complaint shall report the complaint directly to the Superintendent or designee.

When a student believes that they are being bullied, intimidated, or in physical danger, the student should immediately inform the bully that their behavior is unwelcome, offensive, or inappropriate to the extent possible. The student shall also follow the established complaint procedure.

Complaint Procedure

1. A student shall report a complaint of bullying to the school principal or a school district employee, who shall inform the student of their rights and of the complaint process.
2. The school principal or designee shall immediately conduct an impartial, thorough investigation of the alleged bullying behavior, which should include interviewing the individual accused of bullying and the potential victim. The school principal or designee shall review complaints of bullying for conduct that may not be proven to be bullying under

this policy but merits review and possible action under other Board policies. Since harassment and bullying are closely related behaviors, if it is determined that, as per Board Policy 103 or 103.2, the student is being harassed rather than bullied, the investigation and other applicable procedures should proceed within the framework of Board Policy 103 or 103.2, as appropriate.

3. The school principal or designee shall summarize the investigation according to school procedures and recommend the disposition of the complaint.
4. If the investigation results in a substantiated charge of bullying, the school district shall take prompt corrective action and impose disciplinary action according to the Code of Conduct and applicable Board policies to ensure the bullying ceases and will not recur.[1] [6][11] Such action may include guidance counseling; counseling/therapy outside of school; change of seating, change of class or schedule; other method for separation of the bully and victim; parental conference; detention; suspension; expulsion; involuntary transfer to another school, class, or bus operated by the school district; loss of school privileges; exclusion from school-sponsored activities; or other appropriate forms of disciplinary consequence. Depending on the severity of the incident, the school principal may also take appropriate steps to ensure student safety. These may include implementing a safety plan; separating and supervising the students involved; providing staff support for students as necessary; reporting incidents to law enforcement if appropriate; and developing a supervision plan with the parents/guardians.

If it is concluded that a student has made false accusations, such student shall be subject to disciplinary action, consistent with the school Code of Conduct.

Appeal Procedure

If the complainant or accused is not satisfied with the school principal's decision, they may file a written appeal to the Superintendent or designee.

Education

The district may develop and implement bullying prevention and intervention programs. Such programs shall provide district staff and students with appropriate training for effectively responding to, intervening in, and reporting bullying incidents. [1] [8] [9] [10]

Legal

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

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

3. Pol. 236.1

4. Pol. 103

5. Pol. 103.1

6. Pol. 218

[7. 22 PA Code 12.3](#)

[8. 20 U.S.C. 7118](#)

[9. 24 P.S. 1302-A](#)

10. Pol. 236

11. Pol. 233

Pol. 113.1



249 Report Form.pdf (351 KB)

ADMINISTRATIVE REGULATION

APPROVED:

REVISED:

249-AR-0. BULLYING/CYBERBULLYING

Reporting of Incidents

Reports of bullying/cyberbullying may be made **orally** or in writing and may be anonymous, except where made by district staff. Any staff member who receives a report of bullying/cyberbullying from any source will encourage the complainant/reporter to directly meet with and report the allegations to the building principal or designee. Staff members who receive a report of bullying/cyberbullying will not directly investigate the allegations but will take appropriate action to protect the safety of involved students. Staff members who observe bullying/cyberbullying or who receive a report of bullying/cyberbullying will promptly provide a summary of what was observed or reported **confidentially** in an email to the building principal.

Reports of bullying/cyberbullying may come to the district from different sources. For purposes of these administrative regulations a “**reporter**” is someone, other than district staff, who makes a report alleging bullying/cyberbullying directed at one or more students and a “**complainant**” is the alleged victim or target of bullying/cyberbullying. There are various circumstances in which a complainant may be both a reporter and a complainant, for example, where more than one (1) person was subjected to bullying and only one (1) of them reports the matter.

The building principal or designee will encourage the complainant/reporter to promptly review and complete the Discrimination/**Harassment/Bullying/Hazing/Dating Violence/Retaliation** Report Form (Report Form). Oral and anonymous reports will be accepted, documented and investigated in accordance with Board policy and related administrative regulations. Where the complainant/reporter is not able, due to age or incapacitation, to complete the Report Form, the building principal or designee will interview the complainant/reporter and complete the Report Form and sign it as having received this report. If the initial report comes to the district from a reporter, the complainant and, in most circumstances, the complainant’s parents/guardians will be contacted promptly, informed of the report and, if they believe bullying/cyberbullying has occurred, they will be encouraged to promptly review and complete the Report Form.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant’s health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the building principal will determine, in consultation with such individuals, **including the Superintendent**, and upon advice of legal counsel, **and upon the request of law enforcement or child welfare agency**, whether to withhold or delay notification of the report from the complainant’s parents/guardians.

Every report of bullying/cyberbullying will be subject to a sufficient investigation to address any misconduct, consistent with the protection and well-being of the complainant.

A complainant age fourteen (14) or older and the complainant's parents/guardians who are otherwise being notified of the report of alleged bullying/cyberbullying will be provided with the Notice to Complainant and/or Parents/Guardians of Complainant at the outset of the investigation.

Investigation of Incidents

If, at the time of the report or at any time during the investigation of the reported bullying/cyberbullying, there is reason to believe that the conduct may fall within the district's Policy 103. Discrimination/**Harassment** Affecting Students, the Title IX Coordinator must be promptly notified. Upon notification, the Title IX Coordinator will immediately initiate steps to comply with Policy 103 and its procedures.

After determining that this matter need not be handled under Policy 103. Discrimination/**Harassment** Affecting Students, the building principal will make an initial determination whether the alleged violations can be investigated by the building principal or a building level designee or must be referred to or discussed with the Superintendent or other appropriate central administrator to determine who will perform the investigation.

If the **law enforcement agency with jurisdiction over the school's property** has been called or a **law enforcement** report is known to have been made or if proven allegations could lead to an expulsion, the building principal will discuss this matter with the Superintendent or appropriate central administrator, who will consult with **the school solicitor**, as appropriate.

Unless the investigation is turned over to the Superintendent, central administrator or legal counsel, the building principal or designee will conduct a timely, impartial, thorough and comprehensive investigation of the alleged bullying/cyberbullying. During the investigation, the investigator will use and complete the Investigative Fact Sheet.

Confidentiality of all parties, witnesses, the allegations, the filing of a complaint and the investigation will be maintained consistent with applicable law, regulations and the district's legal and investigative obligations necessary to enforce Board policy.

The investigation may include the following steps based on the specifics of the allegations:

1. Identifying and interviewing the complainant.
2. Identifying and interviewing the individual(s) accused of having participated in the alleged bullying/cyberbullying.
3. Identifying and interviewing any witnesses to the alleged bullying/cyberbullying.
4. Review of any physical evidence or documents related to the alleged bullying/cyberbullying.
5. Review of any other relevant evidence produced by those interviewed.

6. Any other reasonable investigation resulting from the information received during the course of the investigation or which the building principal deems necessary to reach a finding or address proven misconduct.

A report of bullying/cyberbullying must be investigated even if the report is anonymous and even if the complainant/reporter states that **they do** not want the district to do anything.

Investigative Report Findings

Investigated reports of bullying/cyberbullying will include a summary of the investigation, a determination of whether the complaint has been substantiated as factual, whether the conduct violated Board policy and of any other violations of law or Board policy which may warrant further district action, and a recommended disposition of the complaint.

The complainant/reporter and the accused will be informed of the outcome of the investigation, for example, whether the investigator believes the allegations to be founded or unfounded, within a reasonable time of the submission of the written report to the extent authorized by the Family Educational Rights and Privacy Act (FERPA) and other applicable laws. The accused will not be notified of the individual remedies offered or provided to the complainant.

District Action

If the investigation results in a finding that some or all of the allegations of the complaint are established and constitute a violation of Board policy, the district will take prompt, corrective action designed to ensure that such conduct ceases and that no retaliation occurs. The district will promptly take appropriate steps to prevent the recurrence of the prohibited conduct and to address the effect the prohibited conduct had on the complainant and the school or school program environment. District staff will document the corrective action taken and, where not prohibited by law, inform the complainant/reporter. The investigator will follow up by assessing the effectiveness of the corrective action at reasonable intervals.

If an investigation results in a finding that a different policy was violated separately from or in addition to violations of this policy, or that there are circumstances warranting further action, such matters will be addressed at the conclusion of this investigation or through disciplinary or other appropriate referrals where further evaluation or investigation is necessary.

Disciplinary actions will be consistent with the Code of Student Conduct, Board policies and administrative regulations, district procedures, applicable collective bargaining agreements and state and federal laws.

Book	Policy Manual
Section	200 Pupils
Title	Dating Violence
Code	252 Vol IV 2024
Status	
Adopted	July 9, 2024

Purpose

The purpose of this policy is to maintain a safe, positive learning environment for all students that is free from dating violence. Dating violence is inconsistent with the educational goals of the district and is prohibited at all times.

Definitions

Dating partner shall mean a person, regardless of gender, involved in an intimate relationship with another person, primarily characterized by the expectation of affectionate involvement, whether casual, serious or long-term.[1]

Dating violence shall mean behavior where one person uses threats of, or actually uses, physical, sexual, verbal or emotional abuse to control the person's dating partner.[1]

Authority

The Board encourages students who have been subjected to dating violence to promptly report such incidents.

The district shall investigate promptly all complaints of dating violence and shall administer appropriate discipline to any student who violates this policy.[2]

When a student's behavior indicates a threat to the safety of the student, other students, school employees, school facilities, the community or others, district staff shall report the student to the threat assessment team, in accordance with applicable law and Board policy.[3][4]

Title IX Sexual Harassment and Other Discrimination/Harassment

Every report of alleged dating violence that can be interpreted at the outset to fall within the provisions of policies addressing potential violations of laws against discrimination **or harassment** shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of a dating violence investigation, potential issues of discrimination **or harassment** are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination **or harassment** as well as the incidents of alleged dating violence.[5][6]

Discipline of Student Convicted or Adjudicated of Sexual Assault

Upon notification of a conviction or adjudication of a student in this district for sexual assault against another student enrolled in this district, the district shall comply with the disciplinary requirements established by state law and Board policy.[7][8]

Guidelines

Complaint Procedure

When a student believes that they have been subject to dating violence, the student is encouraged to promptly report the incident, orally or in writing, to the building principal, guidance counselor or, classroom teacher.

The building principal shall conduct a timely, impartial, and comprehensive investigation of the alleged dating violence.

The building principal shall prepare a written report summarizing the investigation and recommending disposition of the complaint. The complainant and the accused shall be informed of the outcome of the investigation.[1]

If the investigation results in a substantiated finding of dating violence, the building principal shall recommend appropriate disciplinary action, as circumstances warrant, in accordance with the Code of Student Conduct.[1][2]

The district shall document the corrective action taken and, where not prohibited by law, inform the complainant.

This policy on dating violence shall be:[1]

1. Published in the Code of Student Conduct.
2. Published in the Student Handbook.
3. Made available on the district's website, if available.
4. Provided to parents/guardians.

Dating Violence Training

The district may provide dating violence training to guidance counselors, nurses, and mental health staff at the high school as deemed necessary. At the discretion of the Superintendent, parents/guardians and other staff may also receive training on dating violence.[1]

Dating Violence Education

The district may incorporate age-appropriate dating violence education into the annual health curriculum framework for students in grades nine through twelve. The district shall consult with at least one (1) local domestic violence program or rape crisis program when developing the educational program.[1][9]

A parent/guardian of a student under the age of eighteen (18) shall be permitted to examine the instructional materials for the dating violence education program.[1][10]

At the request of the parent/guardian, the student may be excused from all or part of the dating violence education program.[1][11]

Legal

[1. 24 P.S. 1553](#)

2. Pol. 218

[3. 24 P.S. 1302-E](#)

4. Pol. 236.1

5. Pol. 103

6. Pol. 103.1

7. Pol. 218.3

[8. 24 P.S. 1318.1](#)[9. 71 P.S. 611.13](#)

10. Pol. 105.1

11. Pol. 105.2

[22 PA Code 12.12](#)[20 U.S.C. 1232g](#)

252 Report Form.pdf (351 KB)

DISCRIMINATION/HARASSMENT/RETALIATION REPORT FORM

Note: For purposes of Title IX sex-based discrimination or harassment, this Report Form serves initially as an informal report, not a complaint of Sex-Based Discrimination or Harassment under Title IX.

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from discrimination, harassment, including sex-based harassment, and retaliation. If you have experienced, or if you have knowledge of any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position:

Address:

Email:

Phone Number:

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing or discriminating against you for making this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with Board policy, procedures and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality, as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

I. Information About the Person Making This Report:

Name: _____

Address: _____

Phone Number: _____

Assigned School Building(s):

I am a(n):

☐ Employee ☐ Volunteer ☐ Visitor

☐ Other _____ (please explain relationship to the district education program or activity)

If you are not the victim of the reported conduct, please identify the alleged victim:

Name: _____

The alleged victim is:

☐ Another Employee ☐ Student

☐ Other: _____ (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Conduct You are Reporting

What is/are the name(s) of the individual(s) you believe is/are responsible for the conduct you are reporting?

Name(s):

The reported individual(s) is/are:

☐ Student(s) ☐ Employee(s)

☐ Other _____ (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

☐ Yes ☐ No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

Is there anything else you wish the Title IX Coordinator to know at this time?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

Signature of Person Making the Report

Date

Received By

Date

Book	Policy Manual
Section	300 Employees
Title	Educator Misconduct
Code	317.1 Vol IV 2024
Status	
Adopted	February 14, 2023

Purpose

The Board adopts this policy to promote the integrity of the education profession and to create a climate within district schools that fosters ethical conduct and practice.

Authority

The Board requires certificated district employees to comply with the Code of Professional Practice and Conduct and the requirements of the Educator Discipline Act.[\[1\]](#)[\[2\]](#)

Definitions

Educator - shall mean a person who holds a certificate.[\[3\]](#)

Certificate - shall mean any Commonwealth of Pennsylvania certificate, commission, letter of eligibility or permit issued under the School Code.[\[3\]](#)

Sexual Abuse or Exploitation - shall mean any of the following:[\[4\]](#)

1. The employment, use, persuasion, inducement, enticement or coercion of a child to engage in or assist another individual to engage in sexually explicit conduct, which includes, but is not limited to, the following:
 - a. Looking at the sexual or other intimate parts of a child or another individual for the purpose of arousing or gratifying sexual desire in any individual.
 - b. Participating in sexually explicit conversation either in person, by telephone, by computer or by a computer-aided device for the purpose of sexual stimulation or gratification of any individual.
 - c. Actual or simulated sexual activity or nudity for the purpose of sexual stimulation or gratification of any individual.
 - d. Actual or simulated sexual activity for the purpose of producing visual depiction, including photographing, videotaping, computer depicting or filming.
2. Any of the following offenses committed against a child: rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; institutional sexual assault; aggravated indecent assault; indecent assault; indecent exposure; incest; prostitution; sexual abuse; unlawful contact with a minor; or sexual exploitation.

Sexual Misconduct - any act, including, but not limited to, any verbal, nonverbal, written or electronic communication or physical activity, directed toward or with a child or student that is designed to establish a romantic or sexual relationship with the child or student, such acts

include but are not limited to:[3]

1. Sexual or romantic invitation.
2. Dating or soliciting dates.
3. Engaging in sexualized or romantic dialog.
4. Making sexually suggestive comments.
5. Self-disclosure or physical disclosure of a sexual or erotic nature.
6. Any sexual, indecent, romantic or erotic contact with a child or student.

Delegation of Responsibility

Duty to Report

The Superintendent or designee shall report to the Pennsylvania Department of Education on the required form, within fifteen (15) days of receipt of notice from an educator or discovery of the incident, any educator:[5]

1. Who has been provided with notice of intent to dismiss or remove for cause, notice of nonrenewal for cause, notice of removal from eligibility lists for cause, or notice of intent not to reemploy for cause.
2. Who has been arrested or indicted for, or convicted of any crime that is graded a misdemeanor or felony.
3. Against whom there are any allegations of sexual misconduct or sexual abuse or exploitation involving a child or student.
4. Where there is reasonable cause to suspect that s/he has caused physical injury to a child or student as the result of negligence or malice.
5. Who has resigned or retired or otherwise separated from employment after a school entity has received information of alleged misconduct under the Educator Discipline Act.
6. Who is the subject of a report filed by the school entity under 23 Pa. C.S. Ch. 63 (relating to child protective services).[6]
7. Who the school entity knows to have been named as a perpetrator of an indicated or founded report under 23 Pa. C.S. Ch. 63.

An educator who knows of any action, inaction or conduct which constitutes sexual abuse or exploitation or sexual misconduct under the Educator Discipline Act shall report such misconduct to the Pennsylvania Department of Education on the required form, and shall report such misconduct to the Superintendent and his/her immediate supervisor, within fifteen (15) days of discovery of such misconduct.[5]

All reports submitted to the Pennsylvania Department of Education shall include an inventory of all information, including: documentary and physical evidence in possession or control of the school relating to the misconduct resulting in the report.[5]

An educator who is arrested or convicted of a crime shall report the arrest or conviction to the Superintendent or designee, within seventy-two (72) hours of the occurrence, in the manner prescribed in Board policy.[5][7][8]

Failure to comply with the reporting requirements may result in professional disciplinary action.

[9]

Guidelines

Investigation

School officials shall cooperate with the Pennsylvania Department of Education during its review, investigation, or prosecution, and shall promptly provide the Pennsylvania Department of Education with any relevant information and documentary and physical evidence upon request.

[10]

Upon receipt of notification in writing from the Pennsylvania Department of Education, the Superintendent or designee shall investigate the allegations of misconduct as directed by the Department and may pursue its own disciplinary procedure as established by law or by collective bargaining agreement.[10]

Within ninety (90) days of receipt of notification from the Pennsylvania Department of Education directing the school district to conduct an investigation (extensions may be requested), the Superintendent or designee shall report to the Department the outcome of its investigation and whether it will pursue local employment action. The Superintendent or designee may make a recommendation to the Department concerning discipline. If the district makes a recommendation concerning discipline, it shall notify the educator of such recommendation.[10]

Title IX Sexual Harassment and Other Discrimination/Harassment

Whenever the allegations underlying a report of educator misconduct include conduct that appears to constitute harassment or other discrimination, including Title IX **sex-based discrimination or sexual harassment**, subject to policies and procedures specific to such conduct, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in the applicable Board policies. Whenever an investigation by the district of educator misconduct reveals indications of conduct by any person that appears to constitute harassment or other discrimination, including Title IX **sex-based discrimination or sexual harassment**, the Title IX Coordinator shall be promptly notified and shall respond to such allegations as provided in policies specific to such **discriminationconduct**. To the extent feasible, investigations shall be conducted jointly with investigations by the district of educator misconduct.[11][12]

Confidentiality Agreements

The district shall not enter into confidentiality or other agreements that interfere with the mandatory reporting requirement.[10]

Confidentiality

Except as otherwise provided in the Educator Discipline Act, all information related to any complaint, any complainant, or any proceeding related to discipline **under the Educator Discipline Act** shall remain confidential unless or until public discipline is imposed.[13]

Immunity

Any person who, in good faith, files a complaint or report, or who provides information or cooperates with the Pennsylvania Department of Education or Professional Standards and Practices Commission in an investigation or proceeding shall be immune from civil liability. The district also is immune from civil liability for the disclosure of information about the professional conduct of a former or current employee to a prospective employer of that employee.[14]

Legal

[1. 22 PA Code 235.1 et seq](#)

[2. 24 P.S. 2070.1a](#)

[3. 24 P.S. 2070.1b](#)

[4. 23 Pa. C.S.A. 6303](#)

[5. 24 P.S. 2070.9a](#)

6. Pol. 806

[7. 24 P.S. 111](#)

8. Pol. 317

[9. 24 P.S. 2070.9c](#)

[10. 24 P.S. 2070.11](#)

11. Pol. 103

12. Pol. 104

[13. 24 P.S. 2070.17b](#)

[14. 24 P.S. 2070.17a](#)

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

[24 P.S. 2070.1a et seq](#)

Saucon Valley School District

Policy

Title – 610 Finances – Purchases Subject to Bid/Quotation

Section – 600 Finances

Adopted – February 27, 2007

Revised – August 13, 2024

Content

Authority

It is the policy of the Board to obtain competitive bids and price quotations for products and services where such bids or quotations are required by law or may result in monetary savings to the school district.[\[1\]](#)[\[2\]](#)

Guidelines

The amounts contained in this policy regarding competitive bid and price quotation requirements are subject to adjustments based on the Consumer Price Index.[\[1\]](#)[\[2\]](#)[\[3\]](#)

Competitive Bids

When seeking competitive bids, the Board shall advertise once a week for three (3) weeks in not less than two (2) newspapers of general circulation.[\[1\]](#)[\[2\]](#)

After due public notice advertising for competitive bids, the Board shall be authorized to:

1. Purchase furniture, equipment, school supplies, and appliances costing a base amount of \$23,800 or more, unless exempt by law.[\[2\]](#)

2. Contract for construction, reconstruction, repairs, maintenance or work on any school building or property having a total cost or value of more than, \$23,800 unless exempt by law.[\[1\]](#)

The Board prohibits the practice of splitting purchases to avoid advertising and bidding requirements.[\[1\]\[2\]](#)

With kind, quality and material being equal, the bid of the lowest responsible bidder meeting bid specifications shall be accepted upon resolution of the Board, unless the Board chooses to reject all bids.[\[1\]\[2\]](#)

The Board recognizes that emergencies may occur when imminent danger exists to persons or property or continuance of existing school classes is threatened, and time for bidding cannot be provided because of the need for immediate action. Bidding decisions in the event of such emergencies shall be made in accordance with existing legal requirements.[\[1\]](#)

The Board shall receive bids electronically for competitive contracts, except for construction and design services, in compliance with applicable laws and Board policy.[\[4\]\[5\]](#)

The district shall electronically maintain the confidentiality of the bid until the bid opening.[\[5\]](#)

The Board shall adopt a resolution approving the use of competitive electronic auction bidding for contracts for supplies or services, but not for construction or design services.[\[4\]\[6\]](#)

An invitation for bids shall be issued and shall include:[\[6\]](#)

1. Procurement description.
2. All contractual terms, when practical.
3. Conditions applicable to procurement, including a notice that bids will be received in an electronic auction manner.

Public notice and advertisement of the invitation for bids shall be given in the manner required for non-electronic bidding.

Bids shall be accepted electronically at the time and in the manner designated in the invitation for bids.

During the auction, bidders shall be able to review their bid rank or the low bid price, and may reduce their bid prices during the auction.

At the conclusion of the auction, the record of the bid prices received and the name of each bidder shall be open to public inspection.

After the auction period has expired, the district shall grant in writing withdrawal of a bid when the bidder requests relief and presents credible evidence of a clerical mistake due to reasons permitted by law, within the time period established by the district.

The contract shall be awarded within sixty (60) days of the auction by written notice to the lowest responsible bidder, or all bids may be rejected. Extensions of the award date may be made by written, mutual consent of both parties.

Price Quotations

Unless exempt by law, at least three (3) written or telephonic price quotations shall be requested by the Board for:[\[1\]](#)[\[2\]](#)

1. Furniture, equipment, school supplies and appliances costing a base amount of more than \$12,900 but less than \$23,800.[\[2\]](#)
2. All contracts for construction, reconstruction, repairs, maintenance or work on any school building or property, having a total cost or value of more than \$12,900 but less than \$23,800.[\[1\]](#)

If it is not possible to obtain three (3) quotations, a memorandum must be kept on file showing that fewer than three (3) qualified vendors exist in the market area. The written price quotations, written records of telephonic price quotations and memoranda shall be kept on file for three (3) years.

Work Performed by District Maintenance Personnel

The Board may authorize district maintenance personnel to perform construction, reconstruction, repairs or work having a total cost or value of less than \$12,900.[\[1\]](#)

Delegation of Responsibility

The Board may grant the Board Secretary or Purchasing Agent the authority to execute contracts awarded by the Board as permitted by applicable law.[\[1\]](#)[\[2\]](#)

NOTES:

The Department of Labor and Industry shall publish notice, in the Pennsylvania Bulletin prior to January 1 of each calendar year, of the annual percentage change and the unadjusted or final adjusted base amounts at which competitive bidding is required and written or telephonic price quotations are required, respectively, for the calendar year beginning the first day of January after publication of the notice. This policy will be adjusted annually based on the notice published in the Pennsylvania Bulletin.

Act 4 of 1974 – Withdrawal of Bids – 73 P.S. Sec. 1602

Legal

1. 24 P.S. 751
2. 24 P.S. 807.1
3. 24 P.S. 120
4. 62 Pa. C.S.A. 4602
5. 62 Pa. C.S.A. 4603
6. 62 Pa. C.S.A. 4604
- 62 Pa. C.S.A. 4601 et seq

Book	Policy Manual
Section	600 Finances
Title	Purchases Budgeted
Code	611
Status	
Adopted	September 13, 2022

Authority

It is the policy of the Board that when funds are available all purchases contemplated within the current budget and not subject to bid shall be made in a manner that ensures the best interests of the district.[1][2]

Delegation of Responsibility

All purchases that are within budgetary limits may be made upon authorization of the Business Manager or Superintendent, unless the contemplated purchase is for more than ~~\$21,900~~ **\$23,800**, in which case prior approval by the Board is required.[1][2][3]

All purchase order requests must be referred to the building principal or supervising administrator, who shall check whether the proposed purchase is subject to bid; whether sufficient funds exist in the budget; and whether the material might be available elsewhere in the district.[1][2][3]

In the interest of economy, fairness, and efficiency in its business dealings, the Board requires that:

1. Items commonly used in various school buildings be standardized whenever possible.
2. Opportunity to do business with the district shall be provided to as many responsible suppliers as possible. A list of potential suppliers for various types of supplies, equipment, and services will be developed and maintained.
3. No purchase request will be honored unless on a district requisition form that has the necessary approval.

Upon placement of a purchase order, the Business Manager shall encumber the expenditure against a specific budget line item to guard against creation of liabilities in excess of appropriations.

Legal

1. 24 P.S. 751
 2. 24 P.S. 807.1
 3. 24 P.S. 609
- 24 P.S. 508

Book	Policy Manual
Section	600 Finances
Title	Federal Fiscal Compliance
Code	626
Status	Review
Adopted	September 13, 2016

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 Grant Guidance.

The Board shall review and approve all applications for federal funds submitted by the district. (2 CFR Part 200)

Delegation of Responsibility

The Board designates the Federal Programs Coordinator as the district contact 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.

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. (2 CFR Part 200)

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 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. (Pol. 827)

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. (Pol. 317)

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 and to the extent the employee is notified by the Administrator that he or she is receiving payment through a federal program that is in excess of her or her base salary. Time and effort reporting requirements do not apply to contracted individuals. (2 CFR Sec. 200.430)

The district shall establish and maintain employee policies on hiring, benefits and leave and outside activities, as approved by the Board. (Pol. 304, 319, 336, 337, 624, 813)

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. (2 CFR Sec. 200.33-200.337 Pol. 800)

The district shall ensure the proper maintenance of federal fiscal records documenting:

1. Amount of federal funds.
2. 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. (34 CFR Sec. 75.730-75.732, 76.730-76.731 Pol. 800)

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 discussion related to such documents. (2 CFR Sec. 200.336)

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. (2 CFR Sec. 200.333)

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. (2 CFR Sec. 200.333)

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. (Pol. 800)

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. (Pol. 800)

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. (Pol. 113.4, 216, 324)

Subrecipient Monitoring

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

1. Assess the risk of noncompliance.
2. Monitor grants 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.

(2 CFR Sec. 200.330-200.331 Pol. 800)

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. (2 CFR Sec. 200.338, 200.339)

References:

Uniform Administrative Requirements for Federal Awards, Title 2, Code of Federal Regulations 2 CFR Part 200

Department of Education Direct Grant and State-Administered Programs, Title 34, Code of Federal Regulations 34 CFR Part 75, Part 76

Board Policy 113.4, 216, 304, 317, 319, 324, 336, 337, 331, 610, 611, 612, 613, 624, 625, 626.1, 800, 813, 827

 626-Attach-Procurement revised 9-26-2024(163877726.1).doc (119 KB)

 626-Attach-AllowabilityofCosts revised 9-26-2024(167304952.1).doc (96 KB)

 626-Attach-Costs_Obligations_Property revised 9-26-2024(167305048.1).doc (60 KB)

 626-Attach-CashManagement revised 9-26-2024 (3).docx (19 KB)

Procurement – Federal Programs

This document is intended to integrate standard district purchasing procedures with additional requirements applicable to procurements that are subject to the federal Uniform Guidance regulations, federal guidance of the Office of Management and Budget and/or U.S. Department of Agriculture (USDA) regulations governing school food service programs. The district maintains the following purchasing procedures, in accordance with federal and state laws, regulations and Board policy. (2 CFR 200.102, 200.318-200.325; 7 CFR 210.16, 210.19, 210.21, 215.14a, 220.16; 24 P.S. 120, 24 P.S. 504, 24 P.S. 508, 24 P.S. 521, 24 P.S. 607, 24 P.S. 609, 24 P.S. 751, 24 P.S. 807.1; 62 Pa. C.S.A. 4601 et seq; Pol. 610, 611, 612, 613, 808)

~~2022~~ <u>2024</u> Procurement Thresholds		
PA State Quotation Threshold	~~\$11,800~~ <u>\$12,6900</u>	Adjusted based on Consumer Price Index published in PA Bulletin (24 P.S. Sec. 120)
PA State Bid Threshold	~~\$21,900~~ <u>\$23,2800</u>	Adjusted based on Consumer Price Index published in PA Bulletin (24 P.S. Sec. 120)
Federal Micro-Purchase Threshold	\$10,000	Adjusted periodically and published in Federal Register (48 CFR Subpart 2.1) or through guidance of the federal Office of Management and Budget
Federal Simplified Acquisition Threshold	\$250,000	Adjusted periodically and published in Federal Register (48 CFR Subpart 2.1) or through guidance of the federal Office of Management and Budget

*Please review this Procurement attachment annually and update amounts accordingly

The district implements exceptions to the Micro-Purchase and Simplified Acquisition Threshold amounts announced by the federal Office of Management and Budget as part of its procurement procedures.

Responsibility for Purchasing

The Board has outlined standard district purchasing responsibility, methods of purchasing, price quotations and bid requirements in the following Board policies and their accompanying administrative regulations or procedures:

- Policy 610. Purchases Subject to Bid/Quotation
- Policy 611. Purchases Budgeted
- Policy 612. Purchases Not Budgeted
- Policy 613. Cooperative Purchasing

Purchase Methods

When a request for purchase of equipment, supplies or services has been submitted and approved as outlined below, the procurement method to be used will be determined based on the type of purchase and the total cost of the purchase as further outlined below. This procedure outlines how the cost thresholds for determining when the quote or formal bidding procedures that are required by state law as reflected in Policy 610 must be modified when making purchases for federally funded purposes to which the Uniform ~~Grant~~ Guidance or USDA regulations apply, so as to comply with both state and federal requirements. At each point where requirements for food service-related procurement under USDA regulations differ, a note will refer to the Food Service Program Notes at the end of this procedure. Final determination of which purchasing procedures are to be applied is delegated to the Business Manager under the authority of the Board.

Standard Procurement Documents and Purchase Request Process

The district shall use requisitions and purchase orders for purchase requests in accordance with the applicable purchase method.

The district shall use electronic purchasing records, which are pre-numbered and are accessible to designated purchasing staff in all Administrative offices.

Purchase requests by an employee must be submitted to the building administrator or immediate supervisor. Purchase of all budgeted items or items approved by an administrator or supervisor must be initiated by use of a purchase order or requisition submitted to the Business Manager.

Purchase orders and requisitions shall contain information including, but not limited to:

1. Description of the services to be performed or goods to be delivered.
2. Location of where services will be performed, or goods will be delivered.
3. Appropriate dates of service or delivery.
4. Account where the purchase will be charged.

Documentation on purchase orders and requisitions shall be maintained in accordance with the district's Records Management Policy and records retention schedule. (Pol. 800)

Contracts shall be reviewed by the Business Manager and school solicitor prior to submission to the Board for approval.

Contracts to which the Uniform ~~Grant~~ Guidance apply shall contain the clauses specified in Appendix II to 2 CFR Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), when applicable.

[See Food Service Program Notes below for specific clauses required by USDA regulations to be included in cost reimbursable procurement contracts.]

Micro-Purchases Not Requiring Quotes or Bidding ~~(up to \$3,500)~~

For purposes of this procedure, micro-purchase means a purchase of equipment, supplies or services for use in federally funded programs using simplified acquisition procedures, the aggregate amount of which does not exceed a base amount of ~~\$3,500~~ **\$10,000**. The micro-purchase dollar threshold is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register or announced as an exception by the federal Office of Management and Budget shall apply if other than ~~\$3,500~~ **\$10,000**. (48 CFR Subpart 2.1)

Note: The micro-purchase maximum for federal purposes is lower than the amount below which the School Code allows purchase for nonfederal purposes to be made without obtaining at least three (3) written or telephonic quotes or using formal competitive bidding.

The micro-purchase method is used in order to expedite the completion of ~~its lowest dollar~~ small purchase transactions and minimize the associated administrative burden and cost. Procurement by micro-purchase is the acquisition of equipment, supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold.

To the extent practicable, the district distributes micro-purchases equitably among qualified suppliers when the same or materially interchangeable products are identified and such suppliers offer effectively equivalent rates, prices and other terms. The Business Manager or designee will be responsible to determine the equitable distribution of micro-purchases.

Micro-purchases may be awarded without soliciting competitive quotations if the district considers the price to be reasonable. The district will maintain evidence of this reasonableness in the records of all micro-purchases. Reasonable means that sound business practices were followed and the purchase is comparable to market prices for the geographic area. Such determinations of reasonableness may include comparison of the price to previous purchases of the same item or comparison of the price of items similar to the item being purchased.

Even if the cost of a purchase qualifies it as a micro-purchase, bidding or small purchase procedures may be used optionally when those procedures may result in cost savings.

Small Purchase Procedures ~~(\$3,500 and \$19,400)~~

For purposes of this procedure, small purchase procedures are those relatively simple and informal procurement methods for securing equipment, ~~or~~ supplies, or services that cost more

than the amount qualifying as a micro-purchase, \$10,000, and cost less than the federal Simplified Acquisition Threshold, the amount at which sealed bids or competitive proposals must be sought, which is currently do not cost \$250,000, \$19,400 or more, or in the case of services other than construction, maintenance or repair on school facilities, where the total cost does not exceed the \$150,000 ~~\$250,000~~ federal Simplified Acquisition Threshold at which formal competitive bidding or competitive proposals are required. Small purchase procedures cannot be used for purchases of equipment, or supplies, or for the procurement of construction, repair or maintenance services for construction, reconstruction, repairs, maintenance or work of any nature on any school property (collectively hereinafter, "construction services") costing ~~\$19,400~~ \$23,2800 or more because the School Code requires formal ~~competitive~~ sealed bidding at that level of cost.

The base amount at which sealed bidding is required under state law for purchases of equipment, supplies and ~~construction, maintenance or repair~~ construction services ~~on school facilities~~ is adjusted for inflation annually, and the adjusted amount most recently determined and published in the Pennsylvania Bulletin shall ~~apply if other than \$19,400~~ \$23,200 apply, as indicated in the chart above. (24 P.S. ~~See~~ § 1-120)

The federal Simplified Acquisition Threshold ~~at which competitive bidding or competitive proposals are required~~ is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register or announced as an exception by the federal Office of Management and Budget shall apply if other than \$250,000. (48 CFR Subpart 2.1, 2 CFR 200.102)

Because state law does not require competitive bidding for the purchase of services other than construction services ~~construction, maintenance or repairs on school facilities~~ regardless of total cost, small purchase procedures, ~~including a request for proposal (RFP) procedure~~, may be used for procurement of such other services except when the estimated total cost will be at or over the federal threshold at which formal ~~competitive~~ sealed bidding ~~or competitive proposals are is~~ required ~~(\$150,000)~~ (\$250,000).

[See Food Service Program Notes below for exemption from bidding for purchases of perishable food items costing less than ~~\$150,000~~ \$250,000.]

If small purchase procedures are used, the district must obtain written or telephonic price or rate quotations from an adequate number of qualified sources (usually at least three (3)). Records of quotes solicited and quotes received shall be ~~are obtained from at least three (3) qualified sources and records of quotes are~~ maintained as provided in Policy 610. (Pol. 610)

Formal Competitive Bidding Procurement Procedures (\$19,400 or more)

Publicly Solicited Sealed Competitive Bids:

For purchases of equipment, or supplies, or ~~of construction~~ services for construction, maintenance or repairs of school facilities with an estimated cost of \$23,800 or greater, sealed competitive bids are publicly solicited and awarded to the lowest responsive and responsible

bidder as provided in Policy 610, ~~when the total cost is estimated to be \$19,400 \$23,200 or more.~~
(Pol. 610)

Note: The amount at which formal procurement methods (competitive bidding ~~is or competitive proposals~~) **are** required by federal regulations is much higher than the base amount at which the School Code requires competitive bidding for equipment, supplies, or construction services. Therefore, the lower base amount specified by the School Code, as annually adjusted, is used to determine when bidding will be used for purchases of equipment, ~~or supplies, or for obtaining services for construction, maintenance or repairs on school facilities~~ construction services. (24 P.S. §§ 1-120, 7-751, 8-807.1 ~~See. 120~~)

State law does not require bidding for the purchase of services other than construction, maintenance or repairs on school facilities, regardless of total cost. Therefore, when For procurement of such other services for are federally funded and governed by the purposes to which the Uniform Grant Guidance applies, formal competitive bidding or competitive proposals will be used when the estimated total cost will be at or ~~over the federal threshold of \$150,000 \$250,000~~ exceed the Simplified Acquisition Threshold (\$250,000).

The federal ~~Simplified Acquisition Threshold at which~~ competitive bidding ~~or competitive proposals are required~~ is adjusted periodically by the federal government, and the threshold most recently established and published in the Federal Register ~~or announced as an exception by the federal Office of Management and Budget~~ shall apply if other than ~~\$150,000 \$250,000~~. (48 CFR Subpart 2.1, 2 CFR 200.102)

For procurement of services¹ costing at or over the \$250,000 federal threshold ~~other than for construction, maintenance or repairs on school facilities,~~ the use of competitive sealed bidding is considered feasible and appropriate when:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two (2) or more responsible bidders ~~are have been identified as~~ willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed-price contract, ~~and the selection of the successful bidder can be made principally on the basis of price.~~

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound, documented reason.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

¹ As discussed above, competitive sealed bidding is always required for construction services where the cost equals or exceeds the School Code threshold, currently \$23,800..

Competitive Proposals

State law does not require public school entities to solicit competitive bids for services other than construction, ~~repairs or maintenance of school facilities, for which competitive bidding is required if the cost will be a base amount of \$19,400~~\$23,200 or more services.

State law allows competitive proposals relating to work on facilities in lieu of bidding only in the context of guaranteed energy savings contracts.

Federal regulations allow the use of competitive proposals as an alternative ~~when to formal competitive bidding (for all services except construction services) would otherwise be required only to procure architectural and engineering services when conditions are not appropriate for the use of sealed bids.~~ Other types of services for federally funded purposes to which the Uniform Grant Guidance applies, professional or otherwise, must be procured using competitive bidding when the cost would meet or exceed the federal threshold for competitive bidding ~~(\$150,000)~~(\$250,000).

~~In the case of services other than for construction, repairs or maintenance of school facilities costing less than that threshold, the district may use small purchase procedures or micro-purchase procedures as applicable based on total cost. A request for proposal (RFP) process can also meet or exceed the small purchase competition requirements under state law and Policy 610 for the acquisition of services other than for construction, repairs or maintenance of school facilities, and can be used if the total cost will be less than \$150,000~~\$250,000.

When seeking competitive proposals, the district shall solicit proposals from qualified vendors, and, should the Board decided to award a contract, if will be ~~When permitted, the technique of competitive proposals is normally conducted with more than one (1) source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. Competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The district shall comply with other applicable state and federal law and regulations, Board policy and administrative regulations regarding purchasing; the district may consult with the school solicitor or other qualified counsel in determining the required process for purchasing through competitive proposals when necessary.~~

If competitive proposals are sought~~this method is used~~, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response proposals submitted to publicized requests for proposals must be considered to the maximum extent practical.
2. Proposals must be solicited from an adequate number of qualified sources.
3. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

~~An alternative form of competitive proposal is permitted only for qualifications-based procurement of architectural and engineering services, in which price is not a selection factor and reasonable compensation is negotiated after source selection. This alternative is not permitted for procurement of other types of services.~~

Competitive proposals shall be evaluated by the Business Manager based on factors including but not limited to:

1. Cost.
2. Experience of contractor.
3. Availability.
4. Personnel qualifications.
5. Financial stability.
- ~~6. Minority business, women's business enterprise, or labor surplus area firm status.~~
- ~~7. Project management expertise.~~
7. Understanding of district needs.
8. Any other criteria permitted or required by law.

~~Where the district intends to evaluate using other criteria that are not inherent in the matter being bid, then such other~~Requests for proposal shall identify all factors on which a proposal will be evaluated and will specify the relative weight of each factor to the overall decision. Criteria will be included in the request for proposals.

Evaluations shall be completed in a timely manner, documented and shall be reviewed by the Business Manager, Federal Programs Coordinator and school solicitor.

The district may procure architectural and engineering services through a qualifications-based proposal process, whereby the proposers' qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. This method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services and cannot be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

The district shall comply with other applicable state and federal law and regulations, Board policy and administrative regulations regarding purchasing; the district may consult with the school solicitor or other qualified counsel in determining the required process for purchasing through competitive proposals when necessary.

Contract/Price Analysis

The district performs a cost or price analysis in connection with every procurement action in excess of ~~\$150,000~~\$250,000, including contract modifications. (2 CFR Sec. 200.~~323~~324(a)).

A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Business Manager and Federal Programs Coordinator must come to an independent estimate prior to receiving bids or proposals. (2 CFR Sec. 200.~~323~~324(a)). As part of the analysis, the Business Manager will enact established business practices which may include evaluation of similar prior procurements and a review process.

Negotiated Profit

~~In any procurement in which there has been no price competition, or in which a cost analysis is performed, profit must be negotiated separately as an element of price. Accordingly, solicitations of bids, proposals or quotes shall require that bids, proposals or quotes be limited to costs other than profit, and exclude profit.~~

~~When performing a cost analysis, the Business Manager negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (2 CFR Sec. 200.323(b)).~~

~~When profit must be negotiated as a separate element of the total price, it shall be negotiated by the Business Manager.~~

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals means procurement through solicitation of a proposal from only one (1) source and may be used only when one or more of the following circumstances apply:

1. The ~~item~~procurement transaction is available only from a single source.
2. The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation. An emergency exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes.
3. The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the district.

4. After solicitation of a number of sources, the district determines the competition is inadequate.

In addition to standard procurement policy and procedures, the district will document the grounds for using the noncompetitive method in lieu of an otherwise required competitive method of procurement, which may include written confirmation from the contractor as the sole source of the item. Documentation must be submitted to and maintained by the Business Office.

All noncompetitive proposals will ultimately be approved by the Board. The district may utilize legal advice from the solicitor regarding noncompetitive proposals.

~~Profit must be negotiated separately for noncompetitive proposals, and a cost or price analysis will also be performed for noncompetitive proposals when the price exceeds \$150,000\$250,000.~~

Purchase Cards

~~The district 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 contractor payment.~~

~~Procurement cards may be used for purchases under federal programs. The use of procurement cards is governed by Board policy 625 Procurement Cards and established administrative regulations. (Pol. 625_{DBI})~~

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR Sec. 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business.
2. Requiring unnecessary experience and excessive bonding.
3. Noncompetitive pricing practices between firms or between affiliated companies.
4. Noncompetitive contracts to consultants that are on retainer contracts.
5. Organizational conflicts of interest.
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.

7. Any arbitrary action in the procurement process.

~~EDGAR further requires the following to ensure adequate competition:~~

~~**Minority Businesses, Women's Business Enterprises, Labor Surplus Area Firms**~~

~~The district must take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (2 CFR Sec. 200.321)~~

- ~~1. Placing qualified small and minority business and women's business enterprises on solicitation lists.~~
- ~~2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.~~
- ~~3. Dividing total purchasing requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.~~
- ~~4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.~~
- ~~5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.~~
- ~~6. Requiring the prime contractor, if subcontracts are let, to take the affirmative steps listed above.~~

Geographical Preferences Prohibited

The district must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

[See Food Service Program Notes below for permissibility of geographic preferences and "Buy American" practices in purchasing certain food products]

Prequalified Lists

The district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the district must not preclude potential bidders from qualifying during the solicitation period.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

Solicitation Language

The district must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Avoiding Acquisition of Unnecessary or Duplicative Items

The district must avoid the acquisition of unnecessary or duplicative items. Additionally, consideration must be given to consolidating or breaking out procurements to obtain a more economical purchase; and, where appropriate, an analysis must be made of leases versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. Such considerations are accessible in the procedure attached to Policy 626: Allowability of Costs – Federal Programs.

Use of Intergovernmental Agreements and Cooperative Purchasing

To foster greater economy and efficiency, the district enters into state and local intergovernmental agreements where appropriate for cooperative purchasing or use of common or shared goods and services, as permitted by the Intergovernmental Cooperation Act, the School Code, and the Commonwealth Procurement Code. (Pol. 613; 53 Pa. C.S. Ch. 23; 24 P.S. [§ 5-521](#); 62 Pa. C.S. Ch. 19)

When procuring supplies or services for federally funded purposes to which the Uniform [Grant Guidance](#) applies, the district shall verify that the [cooperative purchasing agreement in question](#)

was procured in accordance with (1) the state laws governing the procurement of the sponsoring local agency, (2) the Uniform Guidance, and (3) all other applicable Pennsylvania and federal law. organization conducting the procurement pursuant to such agreements complies with the applicable procurement methods, requirements and standards of the Uniform Grant Guidance as outlined in this procedure.

Use of Federal Excess and Surplus Property

The district considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension

The district awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

[See Food Service Program Notes below for reference to state requirements regarding contracts with food service management companies and contractors of pre-plated meals.]

The district may not subcontract with or award subgrants to any person or company who is debarred or suspended. ~~For all contracts over \$25,000 the~~The district verifies that the contractor with whom the district intends to do business is not excluded or disqualified. (2 CFR Part 200, Appendix II, and 2 CFR Sec. 180.220 and 180.300).

All successful contractors must provide written certification that they have not been suspended or debarred from federal projects. The Business Manager and Federal Programs Coordinator will be responsible for verification. Such verification may include accessing the online federal System for Award Management (SAM) to determine whether any relevant party is subject to any suspension or debarment restrictions.

Maintenance of Procurement Records

The district must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, any public notice issued, the bid or proposal solicitation, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

Maintenance of records of procurement will be governed by Board policy 800 Records Management and the district's established records retention schedule. (Pol. 800)

Time and Materials Contracts

The district may use a time and materials type contract only: (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the district is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the district must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Settlements of Issues Arising Out of Procurements

The district alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the district of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute

The district maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency. Protest procedures will be acted on in accordance with current state law and regulations, established district administrative regulations and the advice of the solicitor. (Pol. 610)

Food Service Program Notes:

Exemption from Bidding for Perishable Food Items -

The School Code exempts purchases of perishable food items from bidding requirements. Bidding for perishable food items is required only if the cost would be at or over the federal threshold at which formal competitive bidding is required ~~(\$150,000)~~ (\$250,000). Small purchase procedures may be used for purchases below ~~\$150,000~~ \$250,000, or micro-purchase procedures for purchases below ~~\$3,500~~ \$10,000. Use of bidding should be considered as an option if it is feasible and likely to result in cost savings. (24 P.S. Sec. 504(d))

Geographic Preferences -

The district is permitted to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When a geographic preference is applied, the district has discretion to determine the local area to which the geographic preference option will be applied.

Unprocessed locally grown or locally raised agricultural products means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two (2) or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR Sec. 210.21, 215.14a, 220.16)

Buy American -

The district shall purchase, to the maximum extent practicable, domestic commodities or products for food service purposes. The term domestic commodity or product means: (7 CFR Sec. 210.21, 220.16)

1. An agricultural commodity that is produced in the United States; and
2. A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantially using agriculture commodities that are produced in the United States means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.

Mandatory Contract Clauses -

The following provisions shall be included in all cost reimbursable contracts for food services purchases, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts: (7 CFR Sec. 210.21, 215.14a, 220.16)

1. Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

2. ~~(a)~~ The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

~~(b)~~ The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

3. The contractor's determination of its allowable costs must be made in compliance with the applicable departmental and program regulations and Office of Management and Budget cost circulars;
4. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the state agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
5. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
6. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the state agency, or the department.

Contracts with Food Service Management Companies -

Procedures for selecting and contracting with a food service management company (FSMC) shall comply with guidance provided by the Pennsylvania Department of Education, Division of Food and Nutrition, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR Sec. 210.16, 210.19, 210.21, 215.14a, 220.16)

Pre-Plated Meals -

Procedures for selecting and contracting with contractors of pre-plated meals shall comply with guidance provided by the Pennsylvania Department of Education, Division of Food and Nutrition, including standard forms, procedures and timelines for solicitation, selection and approval of proposals and contracts. (7 CFR Sec. 210.16, 210.19, 210.21, 220.16)

|

Administration of Federal Funds

Type of Costs, Obligations and Property Management

The district establishes and maintains Board policies, administrative regulations and procedures on administration of federal funds in federal programs as required by the Uniform Grant Guidance and other federal, state and local laws, regulations and requirements. The district's financial management system includes internal controls and grant management standards in the following areas.

Direct and Indirect Costs

Direct costs – costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

Indirect costs – costs incurred for a common or joint purpose benefiting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs. (2 CFR Sec. 200.405, 200.413)

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs.

Direct and indirect costs shall be determined in accordance with law, regulations, the terms and conditions of the federal award, and the district's negotiated indirect cost rate.

The district shall develop an indirect cost rate proposal and cost allocation plan in accordance with law, regulations and the terms and conditions of the federal award.

Timely Obligation of Funds

Obligations – orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the district during the same or a future period.

The following table illustrates when funds must be obligated under federal regulations:

Obligation is for:	Obligation is made:
Acquisition of property	On the date on which the district makes a binding written commitment to acquire the property
Personal services by a district employee	When the services are performed

Personal services by a contractor who is not a district employee	On the date on which the district makes a binding written commitment to obtain the services
Public utility services	When the district receives the services
Travel	When the travel occurs
Rental of property	When the district uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR Part 200, Subpart E - Cost Principles	On the first day of the project period

34 CFR §75.707; 34 CFR §76.707

All obligations must occur between the beginning and ending dates of the federal award project, which is known as the period of performance. The period of performance is dictated by law and regulations and will be indicated in the federal award. Specific requirements for carryover funds may be specified in the federal award and must be adhered to by the district. (2 CFR Sec. 200.77, 200.309)

The district will handle obligations and carry over of state-administered and direct grants in accordance with state and federal law and regulations, and the terms and conditions of the federal award. Carryover will be calculated and documented by the Federal Programs Coordinator.

The district may exercise an extension of the period of performance under a direct grant in accordance with law, regulations and the terms and conditions of the federal award without prior approval when written notice is provided to the federal awarding agency at least ten (10) calendar days prior to the end of the period of performance. (2 CFR Sec. 200.308(~~df~~)(210))

The district must seek prior approval from the federal awarding agency for an extension of the period of performance when the extension is not contrary to federal law or regulations, and the following conditions apply (2 CFR Sec. 200.308(g)(2):

1. The terms and conditions of the federal award prohibit the extension;
2. The extension requires additional federal funds; or
3. The extension involves any change in the approved objectives or scope of the project.

The Federal Programs Coordinator will determine when an extension must be requested for approval by the federal awarding agency, draft the written request and notify the Superintendent of the requested extension.

The Federal Programs Coordinator will decide when an extension of the period of performance is necessary and will recommend that the Superintendent approve this process.

The Federal Programs Coordinator will develop the required written notice, including the reasons for the extension and revised period of performance; the notice will be issued no later than ten (10) calendar days prior to the end of the currently documented period of performance in the federal award.

~~The district must seek approval from the federal awarding agency for an extension of the period of performance when the extension is not contrary to federal law or regulations, and the following conditions apply:~~

- ~~1. The terms and conditions of the federal award prohibit the extension;~~
- ~~2. The extension requires additional federal funds; or~~
- ~~3. The extension involves any change in the approved objectives or scope of the project. (2 CFR Sec. §200.308)~~

~~The Federal Programs Coordinator will determine when an extension must be requested for approval by the federal awarding agency, draft the written request and notify the Superintendent of the requested extension.~~

Management of Property Acquired With Federal Funds

Contract and Purchasing Administration -

The district maintains internal controls, administrative regulations and procedures to ensure that contractors deliver goods and services in accordance with the terms, conditions and specifications of the designated contract, purchase order or requisition.

Property Classifications -

Property shall be classified as **equipment, supplies, computing devices and capital assets** as defined and specified in accordance with law, regulations and Board policy. (Pol. 622)(JH1)

Inventory Control/Management -

All property purchased with federal funds, regardless of cost, will be inventoried as a safeguard.

Inventory will be received by the department or program requesting the item; designated staff will inspect the property, compare it to the applicable purchase order or requisition, and ensure it is appropriately logged and tagged in the district's property management system.

Items acquired will be physically labeled by source of funding and acquisition date.

Inventory records of equipment and computing devices must be current and available for review and audit, and include the following information:

1. Description of the item, including any manufacturer's model number.
2. Manufacturer's serial number or other identification number.

3. Identification of funding source.
4. Acquisition date and unit cost.
5. Source of items, such as company name.
6. Percentage of federal funds used in the purchase.
7. Present location, use, condition of item, and date information was reported.
8. Pertinent information on the ultimate transfer, replacement or disposition of the item and sale price of the property.

Inventory will be updated as items are sold, lost or stolen, or cannot be repaired, and new items are purchased.

Physical Inventory -

Physical inventory of property will be completed by designated district staff in accordance with applicable federal and state law and regulation and Board policy. (Pol. 622, 706)

The physical inventory of items will be conducted annually, and the results will be reconciled with the inventory records and reported to the federal awarding agency.

Maintenance -

The district establishes adequate maintenance procedures to ensure that property is maintained in good condition in accordance with law, regulation and Board policy. (Pol. 704, 708, 710)

Safeguards -

The district ensures that adequate safeguards are in place to prevent loss, damage or theft of property:

1. Any loss, damage or theft will be reported to the Federal Programs Coordinator, and investigated and fully documented, and may be reported to local law enforcement.
2. If stolen items are not recovered, the district will submit copies of the investigative report and insurance claim to the federal awarding agency.
3. The district may be responsible for replacing or repairing lost, damaged, destroyed or stolen items.
4. Replaced equipment is property of the originally funded program and should be inventoried accordingly.

5. District property may only be loaned in accordance with Board policy and administrative regulations. (Pol. 707, 708, 710)

Disposition of Property Acquired with Federal Funds –

When the district determines that real property, including land, land improvements structures and accessories thereto, acquired under a federal award is no longer needed for the originally authorized purpose, the district must obtain disposition instructions from the federal awarding agency or pass-through entity administering the program, in accordance with applicable law and regulations. (2 CFR Sec. 200.311)

When the district determines that equipment or supplies acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Federal Programs Coordinator will contact the federal awarding agency or pass-through entity administering the program to obtain disposition instructions, based on the fair market value of the equipment or supplies.

Generally, items with a fair market value of ~~\$5~~\$10,000 or less that are no longer effective may be retained, sold, purged, or transferred to the district. For items with a fair market value greater than ~~\$5~~\$10,000, the federal awarding agency is entitled to the federal share of the current market value or sales proceeds.

If the district will be replacing the equipment or supplies, the district may use the existing equipment or supplies as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

The Federal Programs Coordinator will be responsible for contacting the federal awarding agency and determining the process for disposition of equipment or supplies.

The district may use the following methods in disposing of unnecessary equipment or supplies acquired with federal funds:

-Public auction and/or online sale – generally conducted by a licensed auctioneer.

1. Salvage – scrap sold to local dealers.
2. Negotiated sale – normally used when disposing of items of substantial value.
3. Sealed bid – normally used for items of substantial value or unique qualities.
4. Pre-priced sale – large quantities of obsolete or surplus equipment or supplies may be sold by this method.
5. Donation to charitable organizations, for equipment or supplies with little to no value.
6. Disposition to trash for equipment or supplies with no value.

The Federal Programs Coordinator will be responsible for maintaining records of obsolete and surplus property disposed of, ~~and~~ of and will report to the federal awarding agency when required.

Cash Management – Federal Programs

Generally, the school district receives payment from the Pennsylvania Department of Education (PDE) on a reimbursement basis. In some circumstances, the district may receive an advance of federal grant funds. This attachment addresses responsibilities of the district and district staff under those alternative payment methods. In either case, the district shall maintain accounting methods and internal controls and procedures that assure those responsibilities are met.

Payment Methods

Reimbursements -

The school district will initially charge federal grant expenditures to nonfederal funds.

The Business Manager or designee will request reimbursement for actual expenditures incurred under the federal grants quarterly.

Such requests shall be submitted with appropriate documentation and signed by the requestor.

Requests for reimbursements will be approved by the Business Manager or designee.

Reimbursement will be submitted on the appropriate form to the PDE portal. All reimbursements are based on actual disbursements, not on obligations. PDE will process reimbursement requests within the timeframes required for disbursement.

Consistent with state and federal requirements, the school district will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for PDE to review upon request.

Reimbursements of actual expenditures do not involve interest calculations.

Advances -

When the district receives advance payments of federal grant funds, it must minimize the time elapsing between the transfer of funds to the district and the expenditure of those funds on allowable costs of the applicable federal program. (2 CFR Sec. 200.305(b)) The district shall attempt to expend all advances of federal funds within seventy-two (72) hours of receipt.

When applicable, the district shall use existing resources available within a program before requesting additional advances. Such resources include program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds. (2 CFR Sec. 305(b)(5))

The district shall hold federal advance payments in insured, interest-bearing accounts.

The school district is permitted to retain for administrative expense up to \$500 per year of interest earned on federal grant cash balances. Regardless of the federal awarding agency, interest earnings exceeding \$500 per year shall be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using

either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. (2 CFR Sec. 200.305(b)(9))

Pursuant to federal guidelines, interest earnings shall be calculated from the date that the federal funds are drawn down from the G5 system until the date on which those funds are disbursed by the district. Consistent with state guidelines, interest accruing on total federal grant cash balances shall be calculated on cash balances per grant and applying the actual or average interest rate earned.

Remittance of interest shall be responsibility of the Business Manager or designee.

Allowability of Costs – Federal Programs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval from the state.

Delegation of Responsibility

When determining how the school district will spend its grant funds, the Federal Programs Coordinator will review the proposed cost to determine whether it is an allowable use of federal grant funds *before* obligating and spending those funds on the proposed good or service.

Allowability Determinations

All costs supported by federal education funds must meet the standards outlined in [EDGARthe OMB Uniform Guidance for Federal Financial Assistance](#), 2 CFR Part 3474 and 2 CFR Part 200, Subpart E, which are listed below. The Federal Programs Coordinator must consider these factors when making an allowability determination. A section entitled, *Helpful Questions for Determining Whether Costs are Allowable*, is located at the end of this document.

Part 200 sets forth general cost guidelines that must be considered, as well as rules for specific types of items, both of which must be considered when determining whether a cost is an allowable expenditure of federal funds. The expenditure must also be allowable under the applicable program statute (e.g., Title I of the Elementary and Secondary Education Act (ESEA), or the Carl D. Perkins Career and Technical Education Act (Perkins)), along with accompanying program regulations, nonregulatory guidance and grant award notifications.

Restrictions in state and local rules or policy also must be considered. For example, travel and other job-related expenses incurred by employees are not allowable unless they also are in compliance with Board Policy 331 (Job Related Expenses) and related administrative regulations.

Whichever allowability requirements are stricter will govern whether a cost is allowable.

General allowability determination factors include the following:

1. **Be Necessary and Reasonable for the performance of the federal award.** A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, **reasonable** means that sound business practices were followed, and purchases were comparable to market prices.

When determining reasonableness of a cost, consideration must be given to (2 CFR Sec. 200.404):

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the district or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state and other laws and regulations; and terms and conditions of the federal award.
- Market prices for comparable goods or services for the geographic area.
- Whether the individual incurring the cost acted with prudence in the circumstances considering responsibilities to the district, its employees, its students, the public at large, and the federal government.
- Whether the district significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the federal award's cost. ~~(2 CFR Sec. 200.404)~~

Whether a cost is **necessary** will be determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the district can demonstrate that the cost addresses an existing need, and can prove it. For example, the school entity may deem a language skills software program necessary for a Language Instruction Education Program.

When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the federal award program.
 - Whether the cost is identified in the approved budget or application.
 - Whether there is an educational benefit associated with the cost.
 - Whether the cost aligns with identified needs based on results and findings from a needs assessment.
 - Whether the cost addresses program goals and objectives and is based on program data.
2. **Allocable to the federal award.** A cost is allocable to the federal award if the goods or services involved are chargeable or assignable to the federal award in accordance with the relative benefit received. This means that the federal grant program derived a benefit in proportion to the funds charged to the program. (2 CFR Sec. 200.405)

For example, if fifty percent (50%) of a teacher's salary is paid with grant funds, then that teacher must spend at least fifty percent (50%) of his/her time on the grant program.

3. **Consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the school entity.**
4. **Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the federal award.**
5. **Consistent treatment.** A cost cannot be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
6. **Adequately documented.** All expenditures must be properly documented.
7. **Be calculated in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in Part 200.**
8. **Not included as a match or cost-share, unless the specific federal program authorizes federal costs to be treated as such.** Some federal program statutes require the nonfederal entity to contribute a certain amount of nonfederal resources to be eligible for the federal program.
9. **Be the net of all applicable credits.** The term "applicable credits" refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the state relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate. (2 CFR Sec. 200.406)

Selected Items of Cost

Subpart E of Part 200 sets forth principles to be applied in establishing the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost), at 2 CFR Sec. 200.420-200.475. These specific cost items are listed in the chart below along with the citation to the section of Subpart E addressing the allowability of that item. These principles are in addition to the other general allowability ~~standards, and~~ **standards and** apply whether or not a particular item of cost is properly treated as direct cost or indirect (F&A) cost. Meeting the specific criteria for a listed item does not by itself mean the cost is allowable, as it may be unallowable under other standards or for other reasons, such as restrictions contained in the terms and conditions of a particular grant or restrictions established by the state or in Board policy. If an item is unallowable for any of these reasons, federal funds cannot be used to purchase it.

School district personnel responsible for spending federal grant funds and for determining allowability must be familiar with and refer to the Part 200 selected items of cost section. These

rules must be followed when charging these specific expenditures to a federal grant. When applicable, employees must check costs against the selected items of cost requirements to ensure the cost is allowable, and also check state, district and program-specific rules.

The selected item of cost addressed in Part 200 includes the following (in alphabetical order):

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424
Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428
Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430
Compensation – fringe benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432
Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment <u>and prizes</u> costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441

Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451
Maintenance and repair costs	2 CFR § 200.452
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456
Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458
Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466

Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
<u>Telecommunication and video surveillance costs</u>	<u>2 CFR § 200.471</u>
Termination costs	2 CFR § 200. ~~471~~ <u>472</u>
Training and education costs	2 CFR § 200. ~~472~~ <u>473</u>
Transportation costs	2 CFR § 200. ~~473~~ <u>474</u>
Travel costs	2 CFR § 200. ~~474~~ <u>475</u>
Trustees	2 CFR § 200. ~~475~~ <u>476</u>

Helpful Questions for Determining Whether Costs are Allowable -

In addition to applying the cost principles and standards described above, district staff involved in expending federal funds should ask the following questions when assessing the allowability of a particular cost:

1. Is the proposed cost allowable under the relevant program?
2. Is the proposed cost consistent with an approved program plan and budget?
3. Is the proposed cost consistent with program specific fiscal rules? For example, the school entity may be required to use federal funds only to supplement the amount of funds available from nonfederal (and possibly other federal) sources, or only as a match for funds from nonfederal sources.
4. Is the proposed cost consistent with ~~EDGAR~~the Uniform Guidance?
5. Is the proposed cost consistent with specific conditions imposed on the grant (if applicable)?
6. Is the proposed cost consistent with the underlying needs of the program? For example, program funds must benefit the appropriate population of students for which they are allocated. This means that, for instance, funds allocated under Title III of the Elementary and Secondary Education Act (ESEA) governing language instruction programs for ~~Limited English Proficient (LEP)~~ **English Learner (EL)** students must only be spent on ~~LEP~~ **EL** students and cannot be used to benefit non-EL ~~LEP~~ students.

7. Will the cost be targeted at addressing specific areas of weakness that are the focus of the program, as indicated by available data?

Any questions related to specific costs should be forwarded to the Federal Programs Coordinator who shall consult with the school solicitor for clarification as appropriate.

Saucon Valley School District

Meeting of the Facilities Committee
District Office Conference Room
February 12, 2025 – 5:00 pm

The Saucon Valley School Board's Facility Committee met on February 12, 2025, at 5:00 p.m. in the District Office Conference Room.

The following items were on the Facility Committee agenda:

Discussion & Action – Mobile Technology Graphics

Discussion & Action – Wenger Corporation – HS Graduation Stage

Discussion & Action – Center Stage – HS Graduation Backdrop

The committee recommended sending all three items to the Board for approval.

Saucon Valley School District
Meeting of the Finance Committee
District Office Conference Room
February 12, 2025 – 6:00 pm

The Saucon Valley School Board's Facility Committee met on February 12, 2025, at 6:00 p.m. in the District Office Conference Room. All committee members were present.

The following items were on the Finance Committee agenda:

Discussion: 2025-2026 Budget Overview

Discussion & Action: Middle School Assistant Track Coach Position

The committee recommended sending the addition of the Middle School Assistant Track Coach to the Board for approval.

Event Information

Some information about your Event:

Event Name: Saucon Valley High School Graduation
Event Venue & Location: . Saucon Valley High School Stadium
Load-in Date: June 5th,2025
Rehearsal/Show Date(s): June 6th ,2025
Rain Date: June 7th,2025
Strike Date: Post event date

Event Specific Information:

How to use the pricing table below:
Check boxes on the left mean the item or section is Optional. A checkbox in the box indicates it is included in the final price. Pricing will automatically update when check boxes are checked/unchecked.
Quantities may be editable and can be increased by the up/down arrows to the right of the quantity number.

Description	Price	Qty	Sub total
VIDEO PRODUCTION			
☒ Panasonic HD Broadcast PTZ Camera Panasonic AW-HE40 Broadcast PTZ Camera 1/2.3-type MOS Sensor 30x Optical Zoom SDI Output / NDI upgradable.	\$375	3	\$1,125 \$956.25 Discount (%) -15
☒ Panasonic HD PTZ Camera Controller Panasonic AW-RP50 PTZ Camera Controller. Basic color functions, Iris/Contrast control. Full Pan, Tilt, Zoom control	\$175	1	\$175 \$148.75 Discount (%) -15
☒ Pipe & Base 10ft Pole with pipe base to mount cameras on from Front of House	\$75	1	\$75 \$60 Discount (%) -20
☒ PTZ Tripod Tripod to mount PTZ camera by side of stage to get angled view of graduates walking to get diploma/ audience camera shot.	\$25	1	\$25
☐ Panasonic 4k Broadcast PTZ Camera Panasonic 4k HDR Broadcast AW-UE150 PTZ Camera Supports SRT Protocol for 4K/60p video streaming 20x Optical Zoom + Optical Image Stabilization 75.1° horizontal viewing angle (widest in its class) Various 4K video interfaces (12G-SDI, HDMI, Optical Fiber, IP) with 4K/HD simultaneous video output **Requires PTZ controller	\$925	2	\$1,850 \$1,387.50 Discount (%) -25
☐ Panasonic 4k Camera Touchscreen Controller Panasonic 4k AW-RP150 Camera Touchscreen Controller. Color shading Full pan, tilt, zoom control.	\$425	1	\$425 \$318.75 Discount (%) -25

Description	Price	Qty	Sub total
Technical Director/Video Engineer Setups up production equipment and switches video. 10 hour call time. hours outside of 6am-midnight are OT. Non union. Priced per day (1x day for loadin/setup/rehearsal, 1x day for show)	\$725	2	\$1,450
Video playback Laptop Video playback Laptop. Macbook Pro loaded with ProPresenter or PVP3 playback software.	\$425	1	~~\$425~~ \$340 Discount (%) -20
PowerPoint Laptop For lower third names	\$325	1	\$325
Medium Video Flypack Mounted in flypack rack: 8input 1 m/e switcher - 4x HDMI, 4x SDI inputs. 17 inch broadcast monitor. Audio monitor speaker 1x Fiber in/out rattler 1x Program Video Disk Recorder	\$825	1	~~\$825~~ \$660 Discount (%) -20
Livestream Encoder Teradek Cube Livestream Encoder. Requires client to provide hardwired internet connection. MTG not responsible for transmission fail due to network firewall/filtering settings.	\$125	1	~~\$125~~ \$106.25 Discount (%) -15
Podium Mic	\$45	1	~~\$45~~ \$33.75 Discount (%) -25
wireless Microphone w/ stand	\$225	2	~~\$450~~ \$337.50

Description	Price	Qty	Sub total
Audio services included in this proposal are for basic services only. Does not include a dedicated audio technician. . MTG will provide client with audio output switcher and client will use their internal stadium speakers for in-venue sound. .			
TOTAL (EXCLUDING APPLICABLE TAXES)			\$4,921.25
TOTAL SAVINGS			\$698.75

This proposal total is: \$4,921.25

This proposal expires on May 6th, 2024.

50% deposit required to hold equipment.

Rental Agreement

Payment Policy

A minimum of a 50% deposit payment is required upon booking to hold equipment for your event (Purchase Order Numbers do not constitute a deposit) . The equipment is not secured for the event until deposit payment is received and cleared. The deposit payment may be made in the form of personal/business check, bank wire. Checks should be mailed to main office address located at the end of these terms. Bank wire information will be provided upon request.

The remaining balance is due the day of the event (including early load-in days) after setup & initial testing of the video displays are complete using either the client's content or Mobile Technology Graphics' content, whichever is available first. Balance payments will only be accepted in the form of certified bank checks or credit cards (Visa or Mastercard only).

Mobile Technology Graphics reserves the right not to repower the equipment after initial testing until the remaining balance is received.

Client Cancellation

If the client decides to cancel for ANY REASON, including, but not limited to inclement weather, poor ticket sales, sponsor pull out, lack of permits, TV blackout, etc... Mobile Technology Graphics will be paid in full according to the terms set forth in this agreement.

If cancellation is within 7 days of the scheduled load-in date listed above in this proposal, Mobile Technology Graphics is paid 100% of the contracted amount. A 50% of the contracted price will be applied to a future event (minus any incurred expenses by the time of cancellation) with the event occurring within 1 year of the scheduled load-in date at the discretion of Mobile Technology Graphics. Between 7 and 30 days prior to the scheduled load-in date, the deposit is non-refundable and Mobile Technology Graphics retains 25% of the deposit with the remaining 25% to be used towards a future event at discretion of Mobile Technology Graphics on equipment scheduling. Cancellation prior to 30 days prior to the scheduled load-in date, the deposit amount is non-refundable and Mobile Technology Graphics will apply the deposit amount to a future event at the discretion of Mobile Technology Graphics on equipment scheduling within 1 year of the original scheduled load-in date.



Equipment Safety

If weather (high winds, electrical storms, etc.) or terrain prohibit the unit's safe use, while on an event site or in route to an event site, the decision to operate the Mobile Technology Graphics LED screen and any accompanying Mobile Technology Graphics equipment shall be at the sole discretion of the Mobile Technology Graphics. The client agrees not to hold Mobile Technology Graphics liable for non-performance due to weather or terrain. If Mobile Technology Graphics exercise its right not to setup/power up its equipment due to safety concerns while the equipment is already onsite or attempting to arrive at the event site, Mobile Technology Graphics will be paid in full.

Security

Client is responsible for providing the necessary security dedicated to the protection of the LED Truck, LED Trailer(s) and/or Modular LED Screen(s) during and outside of the event's normal operating hours. Any damage occurred to Mobile Technology Graphics' equipment while it is on event site is the responsibility of the client and will be billed accordingly back to the client.

Client Copyright Liability And Satellite Terms

Mobile Technology Graphics under no circumstances guarantees that specific Satellite programming feeds/signals/ shows/channels will be available at your event site. If such a feed is mission critical you are advised to contract with a third party satellite provider. If Satellite Receiver is utilized, Client is responsible for all Programming Fees, Public Performance Clearances & Programming Liability. Client warrants that it has the sole legal right to possession and use of all elements delivered to Mobile Technology Graphics. Client assumes all liability, under the copyright laws, and agrees to indemnify and hold Mobile Technology Graphics free and harmless of all suits, claims for damages and other liability and expense, which may arise either directly or indirectly or by reason of services performed by Mobile Technology Graphics for the Client.



System Warranty

Mobile Technology Graphics warrants that the LED screen shall perform in a reasonably acceptable manner. In the event of any breach of such warranty, Mobile Technology Graphics shall promptly correct the problem or shall refund to customer on a prorated basis applicable amount of the contract price or the period of the failure in service. The foregoing shall be customer's sole remedy for damages, and for any claim of any kind whatsoever regardless of legal theory, in the event of any breach of this warranty. Except for the foregoing warranty, Mobile Technology Graphics hereby disclaims and excludes all representations and warranties, express or implied, hereunder or in respect to the LED screens. Notwithstanding anything herein to the contrary, Mobile Technology Graphics shall in no event be liable to customer or to any other third party under any circumstances for any loss of profits or other incidental, indirect, consequential or special damages in connection with the LED screens or this Agreement.

Rights Of Ownership, Marketing Rights

Mobile Technology Graphics has the right to use selected excerpts of productions for its own promotional purposes and to represent its production capabilities unless the Client has notified Mobile Technology Graphics, in writing, that it may not. Mobile Technology Graphics retains all rights of ownership of any animation or results/scoring/ timing software developed under this agreement.

Power Sources

Mobile Technology Graphics shall not be responsible for charges related to acquiring, arranging or accessing house or generated power, including tie-in and any related house labor charges. Mobile Technology Graphics is responsible for distribution of power to Mobile Technology Graphics equipment only. (Unless otherwise noted in this agreement) A self-contained generator supplies power for the LED screen. If for any reason Client declines the use of generated power, outside power sources and associated charges will be the Client's responsibility.

Permits

Client is responsible for acquiring and paying for all permits, licenses, or fees for the right to have an LED screen at the designated location.

Client To Provide The Following:

- Mobile Technology Graphics personnel to receive proper event accreditation.
- A secure parking facility for MTG trucks while onsite for load-in, show and load-out.
- All Additional On-Site Expenses, In & Out Handling Charges, Weight Tickets, Union Labor, Customs, Import/Export Costs, Etc...will Be Paid For And Arranged by The Client Subject to The Terms And Conditions Set Forth By Each Venue.
- Event Critical Communications (radios, phone line, clear com, internet connections).

QUOTE VALID FOR 30 DAYS OR EXPIRATION DATE LISTED BELOW PRICING Equipment is subject to availability based on the time of deposit received.

This proposal outlines products and services offered in this proposal by

Mobile Technology Graphics in the total of \$4,921.25

Additional Comments/Notes by Saucon Valley School District :

Additional comments/notes can be entered here



SIGNATURE

Bob Frey

Bob Frey,
Saucon Valley School District

Mike Estojak, Mobile Technology Graphics



Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States



Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3347787

(24) 6pks of 24" Versalite Legs, (2) 2-step
stairways and skirting

QUOTE

Date: 02/05/2025
Page: 1 of 2
Cust #: 00167064

Quote To:

Robert Frey
Saucon Valley Sr High School
2100 Polk Valley Rd
Hellertown PA 18055-2499
United States

Date: 2/5/2025
Expires: 3/7/2025
Reference:
Terms: Net 30 Days
Created By: Patty Kulla

Phone: (610) 838-7001
Fax: 610-838-5594
E-Mail: robert.frey@svpanthers.org

Salesperson: Nolan Sauerzopf
Phone:
E-Mail: Nolan.Sauerzopf@wengercorp.com

Quote Comments:

** Wenger Corporation is approved for COSTARS-034-E22-126. State contract pricing on this quotation includes a 5% product discount for COSTARS members. To take advantage of this pricing, indicate "COSTARS-34" on your purchase order.*

Customer to check and verify all items before ordering.

Freight quoted is for a one-time shipment. As a result, once orders placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

Wenger Corporation expressly incorporates by reference all of the terms and conditions as specified at: (www.wengercorp.com/terms-and-conditions.php) and makes them part of this quotation.

Current estimated lead-time is 2-3 weeks plus transit, subject to change.

Assembly Required

*** DRAPERY CANNOT BE CHANGED OR CANCELLED ONCE ORDERED. Please verify before ordering *** Drapery ships separately from the legs and stairway***

				USD
Line	PartNum/Description	Qty	Net Price	Ext. Price
1.00	133B030.14 Versalite Fixed Height Leg Set 24" 6-Pack	24 EA	\$142.50	\$3,420.00
2.00	281A100 StageTek 2-Step Stairway 16/24" With Rail	2 EA	\$656.45	\$1,312.90
4.00	011200270 Stage Skirting, Black, Wyndham, Accordion pleat, 96"L x 24"H (actual dimensions: 96"L x 23.0"H, 96" Velcro hook side included, DWG 011D702/Rev: 3	5 EA	\$145.94	\$729.71

Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States



Phone: 507-455-4100
Fax: 507-455-4258

Quote Number: 3347787

(24) 6pks of 24" Versalite Legs, (2) 2-step stairways and skirting

QUOTE

Date: 02/05/2025
Page: 2 of 2
Cust #: 00167064

z freight

3.00	Freight	1 EA	\$875.47	\$875.47
	Freight Services			

TAILGATE DELIVERY:

Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.

DO YOU REQUIRE INSIDE DELIVERY, LIFTGATE DELIVERY, OR INSTALLATION SERVICES?

If you do not have a loading dock or staff available to unload the products from the common carrier trailer, then contact your Wenger sales representative to discuss these delivery methods and to find out the additional charges.

If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you.

Lines Total \$6,338.08

Total Taxes \$0.00

Quote Total \$6,338.08



MUSIC EDUCATION AND PERFORMING ARTS

Owatonna Office: Phone 800.4WENGER (493-6437) Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448

Syracuse Office: Phone 800.836.1885 Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209-9713

ATHLETICS Phone 800.493.6437 | email gearboss@wengercorp.com | gearboss.com | 555 Park Drive, PO Box 448 | Owatonna | MN 55060-0448



Wenger Corporation Terms and Conditions (www.wengercorp.com/terms-and-conditions.php)

Controlling Provisions: These terms and conditions and supplemental exhibits contained herein (the "Terms and Conditions") govern the sale by WENGER CORPORATION ("WENGER CORP") and purchase by any direct buyer ("Buyer") of certain services, products, replacement parts and related software (collectively, the "Goods"). These Terms and Conditions comprise the entire agreement between the parties (collectively, the "Agreement") and supersede all prior or contemporaneous understandings, agreements, or representations, whether oral or written. These Terms and Conditions shall supersede any provisions, terms, and conditions contained on any purchase order or other written form Buyer may use or provide prior or subsequent to the date of the Agreement, unless otherwise specifically agreed to in writing by WENGER CORP. Fulfillment by WENGER CORP of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

Quotations: Any quotation is a good faith estimate. Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgement and approval of the quotation as written and an acceptance of these Terms and Conditions. Written quotations which have not been finalized by a binding purchase order shall expire on the date specified in the quotation or, in the absence of such specification, 30 calendar days from the date issued. WENGER CORP may revise or withdraw a quotation at any time prior to the finalization of a binding purchase order.

Shipping: While WENGER CORP will use commercially reasonable efforts to maintain the delivery date(s) acknowledged or quoted by WENGER CORP, all shipping dates are approximate and not guaranteed. WENGER CORP reserves the right to make partial shipments. WENGER CORP, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. The actual shipping weights may vary.

A minimum of two weeks' advance notice is required when Buyer requests any delays in shipment, delivery, or installation beyond WENGER CORP'S acknowledged ship date. The costs of storage, rehandling, additional freight, and additional installation or labor costs will be billed to Buyer. If the Goods require storage, transfer to storage will be deemed as shipment to Buyer for all purposes, including but not limited to, invoicing and payment.

Title, Risk of Loss, Inspection of Goods: Title to the Goods and risk of loss for the Goods shall pass to Buyer upon WENGER CORP'S delivery of the Goods to the shipping point. Buyer shall immediately inspect the Goods upon receipt, and any damage must be noted on the delivery carrier's bill of lading at time of receipt. If Buyer arranges a delivery carrier, WENGER CORP shall not be held liable for any damages caused after WENGER CORP provides product to Buyer's delivery carrier. WENGER CORP is not liable for any shortages or nonconformance unless notified by Buyer within two business days of Buyer's receipt of the Goods.

Installation and Use: Buyer will be solely responsible for the proper application, installation, and service of the Goods. Installation instructions are supplied by WENGER CORP and must be followed. WENGER CORP may provide installation services upon request for an additional fee.

Buyer's Acts or Omissions: If WENGER CORP'S performance of its obligations under the Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, WENGER CORP shall not be deemed in breach of its obligations under the Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

Price; Payment Terms: All prices are FOB shipping point, unless otherwise stated or referenced. Prices may be subject to change without notice. Instruments and accessories displayed with Goods throughout WENGER CORP'S catalog shall be priced separately.

Buyer shall pay WENGER CORP the purchase price as set forth in the respective order between WENGER CORP and Buyer. All prices are in U.S. Dollars and are exclusive of all freight, storage, insurance, sales, use, and excise taxes, import taxes and duties, and any other similar charges of any kind imposed by any governmental authority. Unless otherwise agreed to in writing between WENGER CORP and Buyer, Buyer shall be responsible for all such charges, costs, and taxes. If WENGER CORP is required to pay any such charges, costs, and taxes, Buyer shall immediately reimburse WENGER CORP upon notice from WENGER CORP of same.

All payments are due within approved credit terms. The credit terms granted on each order are subject to WENGER CORP'S continuing approval of Buyer's credit. WENGER CORP may withdraw the extension of credit and require modified payment terms if, in WENGER CORP'S sole judgment, Buyer's credit or financial standing is impaired such that WENGER CORP in good faith deems payment insecure.

1.800.493.6437 • 555 Park Drive, Owatonna, MN 55060 • www.wengercorp.com



Buyer shall make all payments in immediately available funds and in U.S. Dollars. Buyer may be charged the lower of 1.5% interest per month or the maximum legal rate, calculated daily and compounded monthly, on all amounts not received by the due date. Buyer shall reimburse WENGER CORP for all costs or charges, including reasonable attorneys' fees, incurred by WENGER CORP in the collection of any past due amounts from Buyer. In addition to any other remedies available under these Terms and Conditions or at law, WENGER CORP shall be entitled to defer performance hereunder until such default is resolved.

Changes and Cancellations: Buyer may request in writing changes or additions to the Goods consistent with WENGER CORP'S specifications and criteria. In the event such changes or additions are accepted by WENGER CORP, WENGER CORP shall have the absolute right to revise the prices and dates of delivery, and to add charges for work and materials rendered unnecessary by such changes or additions. In the event Buyer requests the changes within 15 days of shipment, a 25% fee may apply.

Buyer may at any time cancel all or any part of the Goods by written notice to WENGER CORP. Upon termination, Buyer will pay WENGER CORP an amount equal to the sum of: (a) the price for that portion of the Goods furnished, accepted, and delivered prior to cancellation; plus (b) 25% of the cost of any non-custom Goods subject to the Agreement but not yet delivered; and (c) 100% of the cost of any custom Goods subject to the Agreement but not yet delivered; provided, however, that in no event will the amount paid by Buyer exceed the total purchase price under the Agreement, less any payments previously made.

Return Policy: WENGER CORP must approve in writing any and all returns and will only accept Goods returned within six months from the date of manufacture, un-used, and current production models. All authorized returns are subject to a minimum 20% restocking/rehandling fee. Buyer must obtain from WENGER CORP a Returned Material Authorization ("RMA") number for any Goods Buyer wishes to return for credit. Buyer is responsible for payment of return shipping fees unless such returned Goods result from a WENGER CORP order processing error. WENGER CORP will not accept returns for Goods that are custom-built or installed for Buyer, as such items cannot be resold by WENGER CORP.

Warranty and Disclaimer: The terms and conditions of WENGER CORP'S warranty with respect to the Goods is available at: https://www.wengercorp.com/Lit/Wenger_Product%20Warranty.pdf.

WENGER CORP MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS IS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS. WENGER CORP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability. IN NO EVENT SHALL WENGER CORP BE RESPONSIBLE FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OTHER THAN DIRECT LOSSES ARISING SOLELY AS A RESULT OF WENGER CORP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. ACCORDINGLY, IN NO EVENT SHALL WENGER CORP BE REQUIRED TO PAY OR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, OPPORTUNITY COSTS, LOSS OF USE, OR LOST PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WENGER CORP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER TO WENGER CORP FOR THE GOODS.

Compliance with Law: Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out its obligations under the Agreement. Buyer shall comply with all applicable import and export laws, regulations, orders, and requirements of all countries involved in the sale of the Goods; provided, however, that WENGER CORP shall obtain any applicable export approvals and pay any customs duties, taxes, and other fees as may be required by the U.S. government in connection therewith. Unless otherwise expressly agreed in writing by WENGER CORP, any and all customs, duties, taxes, and other fees in any form which may be charged or assessed with respect to the importation into any foreign country of any Goods or technical data related thereto shall be for the account of and paid for by Buyer. WENGER CORP may terminate the Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

Termination: In addition to any remedies that may be provided under these Terms and Conditions, WENGER CORP may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Agreement; (b) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

1.800.493.6437 • 555 Park Drive, Owatonna, MN 55060 • www.wengercorp.com



Intellectual Property: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "IP Rights") in and to the Goods (other than intellectual property provided by Buyer or a third party) shall be owned by WENGER CORP. Following Buyer's acceptance and final payment, WENGER CORP shall grant to Buyer a non-exclusive, non-transferable, non-sublicensable license to use the IP Rights solely to the extent necessary to enable Buyer to operate, maintain, and repair the Goods pursuant to the terms of the Agreement and any applicable end user agreement(s).

Confidential Information: All non-public, confidential or proprietary information of WENGER CORP, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by WENGER CORP to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Agreement, is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by WENGER CORP in writing. Upon WENGER CORP'S request, Buyer shall promptly return all documents and other materials received from WENGER CORP. WENGER CORP shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

Force Majeure: WENGER CORP shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results (directly or indirectly) from acts beyond WENGER CORP'S reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or natural disasters; (c) war, invasion, hostilities (whether war is declared or not), cyber-attacks, sabotage, terrorist threats or acts, riot or other civil unrest; (d) foreign or domestic government order, law, or actions; (e) actions, embargoes or blockades in effect on or after the date of the Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) public health emergencies; (i) strikes, labor stoppages or slowdowns or other industrial services (provided WENGER CORP has exercised commercially reasonable efforts to avoid it); (j) failures of utilities or public services; (k) sub-supplier delays caused by any of the above provided the same are not caused or contributed to by the negligence or fault of WENGER CORP; or (l) any other cause beyond the reasonable control of WENGER CORP.

Applicable Law and Forum: Any disputes between Buyer and WENGER CORP shall be in the state and federal courts of Steele County, Minnesota or the county and state in which the project is located, as mutually agreed to in writing by the parties. Buyer agrees to submit to such jurisdiction and agrees that the dispute shall be governed by and construed in accordance with the laws of the State of Minnesota or the county and state in which the project is located, as mutually agreed to in writing by the parties, without giving effect to any choice or conflict of law provision or rule.

Miscellaneous: No amendment to the Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. Any provision of the Agreement that by its express terms or by its nature is intended to survive the expiration or termination of the Agreement will survive any such expiration or termination, including, without limitation, paragraphs "Warranty and Disclaimer," "Limitations of Liability," "Compliance with Law," "Intellectual Property," "Confidential Information," "Applicable Law and Forum," and "Miscellaneous." If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. A party's failure to insist on compliance or enforcement of any provision in the Agreement will not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or any other provision in the Agreement. Unless otherwise set forth in the Agreement, the Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. The parties are independent contractors, and nothing in the Agreement or otherwise will be deemed or construed to create any other relationship, including one of employment, joint venture, or agency.

1.800.493.6437 • 555 Park Drive, Owatonna, MN 55060 • www.wengercorp.com



Center Stage Lighting & Rigging, Inc.
1801 Union Boulevard
Suite E
Allentown, PA 18109-1554

Voice: (610) 351-2882
Fax: (610) 351-2969
info@centerstagelighting.net

Job provided on FEB 11 25 For:
Brian Welsco
Saucon Valley SD

2100 Polk Valley RD
Hellertown, PA 18055

Phone: Ext:
Cell: (610) 216-8135 Fax:
Email: brian.welsco@svpanthers.org

Quote By: Chris Connelly
Our Job #: REN - 2545-1
Job Status: Confirmed Order
Purchase Order: contract

Ship Via: Van - Company
Return Via: Van - Company

Invoice To: Saucon Valley SD
2100 Polk Valley RD
Hellertown, PA 18055

Job Site: Saucon Valley SD
Room:
Address: 2100 Polk Valley RD

Hellertown, PA 18055
Contact: Brian Welsco () -
brian.welsco@svpanthers.org Cell:(610) 216-8135

Terms: COD
Prep
Delv./Pick Up Mon JUN 2 25
Start Time
End Time
Return Sat JUN 7 25

Description: Back drop Rental

EQUIPMENT

QTY	Description	Duration	Unit Price	Extended
-----	-------------	----------	------------	----------

CURTAINS

1	Black Vinyl back drop 15'-0"h x 25'-8"w	1.00	Week(s) 100.00	100.00
CURTAINS Total:				\$ 100.00

RIGGING

1	roll black tie line	1.00	Week(s) 60.00	60.00
6	20' - 3/8" Wire Rope	1.00	Week(s) 2.00	12.00
6	Hook Ratchet Straps	1.00	Week(s) 2.00	12.00
6	3' Spanset (can be longer)	1.00	Week(s) 1.00	6.00
6	Tent stakes	1.00	Week(s) 1.00	6.00
6	1/2 boros w/ eye bolts	1.00	Week(s) 1.00	6.00
1	@70' black Duv @ 24', 15',15',18'	1.00	Week(s)	0.00
RIGGING Total:				\$ 102.00

RIGGING

12	5/8" Shackles	1.00	Week(s) 1.00	12.00
RIGGING Total:				\$ 12.00

STAGING

20	Outdoor Sand Bags (can bring concrete bricks)	1.00	Week(s)	0.00
STAGING Subtotal:				
STAGING Total:				\$ 0.00

TRUSS-PIPE

3	12" x 12" x 8' Section Box Truss	1.00	Week(s) 40.00	120.00
2	12" x 12" x 10' Section HD Box Truss	1.00	Week(s) 50.00	100.00
2	12" Corner Section 5 Way Box Truss	1.00	Week(s) 45.00	90.00
2	12" x 12" x 5' Section Box Truss	1.00	Week(s) 30.00	60.00
2	36" x 36" Raised Base Plate	1.00	Week(s) 25.00	50.00
100	Bungee - black w/ balls	1.00	Week(s)	0.00
TRUSS-PIPE Total:				\$ 420.00

Equipment Subtotal: 634.00
Equipment Total: \$ 634.00

